



Amendment No. 2
of
Contract No. GS190000004
for
StageRight Equipment, Parts, Repairs, and Installation Services
between
The City of Austin
and
StageRight Corporation

- 1.0 The City hereby amends the above referenced Contract to add the following items to Exhibit C – ACCD List Price Schedule, dated 9/16/2019.

Part Number	Product	Price
X107058	AR Deck 4'x6' with Black PolyTrac/Recessed Bare Plywood	\$1,616.00
X648AN2X	Deck, 4' x 8', Reversible with Black TechStage 0.095"/Bare Recessed Plywood Surfaces, Anodized Edge	\$1,860.00

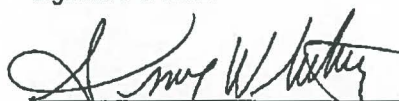
- 2.0 The total Contract amount is unchanged. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/20/2019 – 06/19/2020	\$50,000.00	\$50,000.00
Amendment No. 1: Replaced Exhibit C – ACCD List Price Schedule	\$0.00	\$0.00
Amendment No. 2: Add two-line items to Exhibit C – ACCD List Price Schedule	\$0.00	\$0.00

- 3.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

 1/24/2020
Printed Name: Amy Whitney
Authorized Representative

Signature & Date:

 1.24.2020
Sarah Ramos,
Procurement Specialist II

Stageright Corporation
495 Pioneer Parkway
Clare, Michigan 48617
Telephone 1-800-438-4499, ext. 327
awhitney@stageright.com

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, TX 78701



Amendment No. 1
of
Contract No. GS190000004
for
StageRight Equipment, Parts, Repairs, and Installation Services
between
The City of Austin
and
StageRight Corporation

- 1.0 The City hereby amends the above referenced Contract to replace Exhibit C – ACCD List Price Schedule, dated 9/16/2019.
- 2.0 The total Contract amount is unchanged. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/20/2019 – 06/19/2020	\$50,000.00	\$50,000.00
Amendment No. 1: Replace Austin Convention Center List Price List	\$0.00	\$0.00

- 3.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Amy Whitney 9/19/19

Printed Name:

Amy Whitney
Authorized Representative

Stageright Corporation
495 Pioneer Parkway
Clare, Michigan 48617
1-800-438-4499, ext. 327,
awhltney@stageright.com

Signature & Date:

Sarah Ramos 9.19.19

Sarah Ramos
Procurement Specialist II

City of Austin
Central Purchasing Office
124 West 8th Street, Ste. 310
Austin, TX 78701

Austin Convention Center List Price List

StageRight Standard Product

Effective 9/16/2019

This price list is subject to change at StageRight's discretion without approval.

SlagRight will provide notice of any price changes as they occur.

Part Number	Product	List Price
350409	ADA Ramp Package, 0'-12" (Includes Transition Assembly, Supports, Safety Tread D	\$4,387
350410	ADA Ramp Package, 0'-16" (Includes Transition Assembly, Supports, Safety Tread D	\$5,997
350411	ADA Ramp Package, 0'-20" (Includes Transition Assembly, Supports, Safety Tread D	\$7,588
350412	ADA Ramp Package, 0'-24" (Includes Transition Assembly, Supports, Safety Tread D	\$9,248
350413	ADA Ramp Package, 0'-28" (Includes Transition Assembly, Supports, Safety Tread D	\$10,983
350414	ADA Ramp Package, 0'-32" (Includes Transition Assembly, Supports, Safety Tread D	\$12,794
350415	ADA Ramp Package, 0'-36" (Includes Transition Assembly, Supports, Safety Tread D	\$14,680
350416	ADA Ramp Package, 0'-40" (Includes Transition Assembly, Supports, Safety Tread D	\$16,642
350417	ADA Ramp Package, 0'-44" (Includes Transition Assembly, Supports, Safety Tread D	\$18,680
350418	ADA Ramp Package, 0'-48" (Includes Transition Assembly, Supports, Safety Tread D	\$20,794
350419	ADA Ramp Package, 0'-52" (Includes Transition Assembly, Supports, Safety Tread D	\$22,985
350420	ADA Ramp Package, 0'-56" (Includes Transition Assembly, Supports, Safety Tread D	\$25,253
350421	ADA Ramp Package, 0'-60" (Includes Transition Assembly, Supports, Safety Tread D	\$27,600
360037	Alpha Roll 4x8 Single Sided	\$2,800
360038	Alpha Roll 4x8 Single Sided Deck	\$3,803
360021	AlphaRoll 4x8 Elite Reversible Deck with Black PolyTaco/Gray Carpet Surfaces 16'	\$4,053
360022	AlphaRoll 8x8 Elite Deck with Black PolyTaco/Gray Carpet Surfaces 16'-24'	\$4,828
360140	CC500 Barricade Corner Wedge Plate	\$328
107271	CC500 Barricade Step Extension	\$164
360137	CC500 Barricade Thrust Assembly, Inside Corner	\$1,890
360138	CC500 Barricade Thrust Assembly, Outside Corner Left	\$1,810
360139	CC500 Barricade Thrust Assembly, Outside Corner Right	\$1,743
320800	CC-500 Barricade, 4' Wide	\$1,343
636AN22	Deck, 3x8", Reversible with Black TechStage 0.095/Black TechStage 0.095" Surfs	\$1,068
636AN20	Deck, 3x8", Reversible with Black TechStage 0.095"/Gray Carpet Surfaces, Anodiz	\$1,031
636AN88	Deck, 3x8", Reversible with Gray TechStage 0.095"/Gray TechStage 0.095" Surfaces	\$1,095
648AN22	Deck, 4x8", Reversible with Black TechStage 0.095"/Black TechStage 0.095"	\$1,174
648AN20	Deck, 4x8", Reversible with Black TechStage 0.095"/Gray Carpet Surfaces, Anodiz	\$1,182
648AY20	Deck, 4x8", Reversible with Black TechStage/Gray Carpet Surfaces, Anodized Edge	\$1,232
648AN88	Deck, 4x8", Reversible with Gray TechStage/Gray TechStage Surfaces, Anodized Ed	\$1,214
648AND0	Deck, 4x8", Standard Reversible with Gray Carpet x2 Surfaces	\$1,184
360043	Guardrail, Universal 4'x42"	\$345
360046	Guardrail, Universal 4'x42"	\$400
360047	Guardrail, Universal 4'x34"	\$380
360048	Guardrail, Universal 4'x32"	\$474
360502	Guardrail, Universal 6'x42"	\$600
360504	Guardrail, Universal 7'x42"	\$588
360506	Guardrail, Universal 8'x32"	\$504
360507	Guardrail, Universal 8'x32"	\$508
360508	Guardrail, Universal 7'x32"	\$502
360532	Guardrail, Universal 2'x32"	\$367
360533	Guardrail, Universal 3'x32"	\$428
360535	Guardrail, Universal 5'x32"	\$556
360542	Guardrail, Universal 1'x42"	\$656
360543	Guardrail, Universal 3'x42"	\$483
360545	Guardrail, Universal 5'x42"	\$612
360552	Guardrail, Universal 2'x34"	\$465
360553	Guardrail, Universal 3'x34"	\$482
360555	Guardrail, Universal 5'x34"	\$600
360556	Guardrail, Universal 6'x34"	\$687

390667	Guardrail, Universal 7'x34"	\$502
390668	Guardrail, Universal 8'x34"	\$573
390802	Guardrail, 8' x 42", Universal A.D.A.	\$748
390803	Guardrail, 8' x 42", Universal A.D.A.	\$730
390804	Guardrail, 7' x 42", Universal A.D.A.	\$760
390842	Guardrail, 2' x 42", Universal A.D.A.	\$818
390843	Guardrail, 3' x 42", Universal A.D.A.	\$558
390845	Guardrail, 5' x 42", Universal A.D.A.	\$675
314445	Locator, Arena-Style Dual/Dimpled	\$84
314455	Locator, Arena-Style Quad/Dimpled	\$72
314450	Locator, Arena-Style Tri/Center/Dimpled	\$91
314452	Locator, Arena-Style Tri/Left/Dimpled	\$107
314451	Locator, Arena-Style Tri/Right/Dimpled	\$87
314546	Locator, Major Event All-Terrain Style, Dual	\$58
314238	Locator, Major Event All-Terrain Style, Dual/Dual	\$85
314239	Locator, Major Event All-Terrain Style, Dual/Quad	\$89
314555	Locator, Major Event All-Terrain Style, Quad	\$77
314540	Locator, Major Event All-Terrain Style, Single	\$51
314550	Locator, Major Event All-Terrain Style, Tri/Center	\$112
314552	Locator, Major Event All-Terrain Tri/Left	\$94
314551	Locator, Major Event All-Terrain Tri/Right	\$94
314458	Locator, Major Event Arena-Style & Z-HD Dual/Dual	\$83
314457	Locator, Major Event Arena-Style & Z-HD Dual/Quad	\$91
314340	Locator, Major Event Arena-Style & Z-HD Single	\$42
314700	Locator, Retractable (RLA)	\$78
314345	Locator, ZHD Dual	\$50
314355	Locator, ZHD Quad	\$74
314350	Locator, Z-HD, Tri/Center	\$131
314382	Locator, ZHD, Tri/Lf	\$157
314351	Locator, ZHD, Tri/Right	\$130
314229	ME-1000, 4' x 4', 48"-78" All-Terrain Style Full Assembly without Locators	\$1,955
314409	ME-1000, 4' x 8', 16"-24" All-Terrain Style Full Assembly without Locators	\$1,894
314410	ME-1000, 4' x 8', 24"-36" All-Terrain Style Full Assembly without Locators	\$1,770
314412	ME-1000, 4' x 8', 32"-48" All-Terrain Style Full Assembly without Locators	\$1,888
314415	ME-1000, 4' x 8', 36"-56" All-Terrain Style Full Assembly without Locators	\$1,957
314420	ME-1000, 4' x 8', 48"-78" All-Terrain Style Full Assembly without Locators	\$2,158
314232	ME-1000, 4'x4' Brace, Horizontal	\$192
314221	ME-1000, 4'x4', 24"-36" Arena-Style Full Assembly with RLA's	\$2,107
314223	ME-1000, 4'x4', 32"-48" Arena-Style Full Assembly with RLA's	\$2,209
314222	ME-1000, 4'x4', 36"-56" Arena-Style Full Assembly with RLA's	\$2,422
314224	ME-1000, 4'x4', 48"-78" Arena-Style Full Assembly with RLA's	\$2,451
314231	ME-1000, 4'x4'x24"-36" Brace, Diagonal	\$209
314236	ME-1000, 4'x4'x32"-48" Brace, Diagonal	\$207
314234	ME-1000, 4'x4'x36"-56" Brace, Diagonal	\$205
314235	ME-1000, 4'x4'x48"-78" Brace, Diagonal	\$202
314117	ME-1000, 4'x8' Brace, Even Row Horizontal	\$230
314105	ME-1000, 4'x8' Brace, Horizontal	\$278
314210	ME-1000, 4'x8', 24"-36" Arena-Style Full Assembly with RLA's	\$2,253
314212	ME-1000, 4'x8', 32"-48" Arena-Style Full Assembly with RLA's	\$2,313
314215	ME-1000, 4'x8', 36"-56" Arena-Style Full Assembly with RLA's	\$2,448
314118	ME-1000, 4'x8', 36"-56" Brace, Diagonal Even Row 36"-56"	\$245
314220	ME-1000, 4'x8', 48"-78" Arena-Style Full Assembly with RLA's	\$2,599
314119	ME-1000, 4'x8', 48"-78" Brace, Diagonal Even Row 48"-78"	\$243
108544	ME-1000, 4'x8'x16"-24" Brace, Diagonal	\$257
314336	ME-1000, 4'x8'x24"-36" Brace, Diagonal	\$213
314112	ME-1000, 4'x8'x32"-48" Brace, Diagonal	\$208
314110	ME-1000, 4'x8'x36"-56" Brace, Diagonal	\$239
314115	ME-1000, 4'x8'x48"-78" Brace, Diagonal	\$257
314315	ME-1000, H-Section, 36"-56", Arena-Style	\$570
314512	ME-1000, H-Section 32"-48", All-Terrain	\$457

314509	ME-1000, H-Section, 16"-24", All-Terrain	\$467
314510	ME-1000, H-Section, 24"-36", All-Terrain	\$418
314310	ME-1000, H-Section, 24"-36", Arena-Style	\$502
314312	ME-1000, H-Section, 32"-48", Arena-Style	\$537
314515	ME-1000, H-Section, 36"-56", All-Terrain	\$492
314520	ME-1000, H-Section, 48"-78", All-Terrain	\$600
314320	ME-1000, H-Section, 48"-78", Arena-Style	\$630
304215	ME-1000, Top Plate Style 4' x 8' x 36"-56" Assembly w/o Locators	\$2,174
304220	ME-1000, Top Plate Style 4' x 8' x 48"-78" Assembly w/o Locators	\$2,260
315212	ME-1500, Arena-Style, 4' x 8' x 32"-48" Assembly w/ R.L.A.'s	\$2,967
315215	ME-1500, Arena-Style, 4' x 8' x 36"-56" Assembly w/ R.L.A.'s	\$3,073
319236	ME-2750, 8' x 8' x 36"-56" w/ R.L.A.	\$5,242
319248	ME-2750, 8' x 8' x 48"-78" w/ R.L.A.'s	\$5,521
319336	ME-3750, 8' x 12' x 36"-56" w/ R.L.A.'s	\$6,136
319348	ME-3750, 8' x 12' x 48"-78" w/ R.L.A.'s	\$6,651
319532	ME-500, 4' x 8' x 32"-48" Assembly w/ R.L.A.'s	\$2,099
319536	ME-500, 4' x 8' x 36"-56" Assembly w/ R.L.A.'s	\$2,150
319548	ME-500, 4' x 8' x 48"-78" Assembly w/ R.L.A.'s	\$2,155
320712BRDY	Players Tunnel, 8' Wide x 8' High x 12' Length, Burgundy Fabric Cover	\$4,746
320712CHAR	Players Tunnel, 8' Wide x 8' High x 12' Length, Charcoal Fabric Cover	\$4,660
320712DBRN	Players Tunnel, 8' Wide x 8' High x 12' Length, Dark Brown Fabric Cover	\$4,746
320712DSBL	Players Tunnel, 8' Wide x 8' High x 12' Length, Deep Sea Blue Fabric Cover	\$4,633
320712FRGR	Players Tunnel, 8' Wide x 8' High x 12' Length, Forest Green Fabric Cover	\$4,869
320712	Players Tunnel, 8' Wide x 8' High x 12' Length, Frame Only	\$3,827
320712GY	Players Tunnel, 8' Wide x 8' High x 12' Length, Gray Fabric Cover	\$4,505
320712GR	Players Tunnel, 8' Wide x 8' High x 12' Length, Green Fabric Cover	\$4,765
320712NB	Players Tunnel, 8' Wide x 8' High x 12' Length, Navy Blue Fabric Cover	\$4,294
320712OR	Players Tunnel, 8' Wide x 8' High x 12' Length, Orange Fabric Cover	\$4,524
320712PE	Players Tunnel, 8' Wide x 8' High x 12' Length, Purple Fabric Cover	\$4,692
320712RD	Players Tunnel, 8' Wide x 8' High x 12' Length, Red Fabric Cover	\$4,741
320712RB	Players Tunnel, 8' Wide x 8' High x 12' Length, Royal Blue Fabric Cover	\$4,765
320712SUN	Players Tunnel, 8' Wide x 8' High x 12' Length, Sunshine Fabric Cover	\$4,746
320712TQ	Players Tunnel, 8' Wide x 8' High x 12' Length, Turquoise Fabric Cover	\$4,565
320712WH	Players Tunnel, 8' Wide x 8' High x 12' Length, White Fabric Cover	\$4,746
320712YL	Players Tunnel, 8' Wide x 8' High x 12' Length, Yellow Fabric Cover	\$4,746
320718BEIG	Players Tunnel, 8' Wide x 8' High x 18' Length, Beige Fabric Cover	\$6,242
320718CHAR	Players Tunnel, 8' Wide x 8' High x 18' Length, Charcoal Fabric Cover	\$6,244
320718DBRN	Players Tunnel, 8' Wide x 8' High x 18' Length, Dark Brown Fabric Cover	\$6,244
320718DSBL	Players Tunnel, 8' Wide x 8' High x 18' Length, Deep Sea Blue Fabric Cover	\$6,091
320718FRGR	Players Tunnel, 8' Wide x 8' High x 18' Length, Forest Green Fabric Cover	\$6,244
320718	Players Tunnel, 8' Wide x 8' High x 18' Length, Frame Only	\$5,037
320718GY	Players Tunnel, 8' Wide x 8' High x 18' Length, Gray Fabric Cover	\$5,824
320718GR	Players Tunnel, 8' Wide x 8' High x 18' Length, Green Fabric Cover	\$6,263
320718NB	Players Tunnel, 8' Wide x 8' High x 18' Length, Navy Blue Fabric Cover	\$6,185
320718RD	Players Tunnel, 8' Wide x 8' High x 18' Length, Red Fabric Cover	\$6,250
320718RB	Players Tunnel, 8' Wide x 8' High x 18' Length, Royal Blue Fabric Cover	\$6,263
320718SUN	Players Tunnel, 8' Wide x 8' High x 18' Length, Sunshine Fabric Cover	\$6,244
320718WH	Players Tunnel, 8' Wide x 8' High x 18' Length, White Fabric Cover	\$6,353
320718YL	Players Tunnel, 8' Wide x 8' High x 18' Length, Yellow Fabric Cover	\$6,244
320724BEIG	Players Tunnel, 8' Wide x 8' High x 24' Length, Beige Fabric Cover	\$7,674
320724BK	Players Tunnel, 8' Wide x 8' High x 24' Length, Black Fabric Cover	\$7,270
320724BONE	Players Tunnel, 8' Wide x 8' High x 24' Length, Bone Fabric Cover	\$7,674
320724BRDY	Players Tunnel, 8' Wide x 8' High x 24' Length, Burgundy Fabric Cover	\$7,674
320724CHAR	Players Tunnel, 8' Wide x 8' High x 24' Length, Charcoal Fabric Cover	\$7,674
320724DBRN	Players Tunnel, 8' Wide x 8' High x 24' Length, Dark Brown Fabric Cover	\$7,674
320724DSBL	Players Tunnel, 8' Wide x 8' High x 24' Length, Deep Sea Blue Fabric Cover	\$7,469
320724FRGR	Players Tunnel, 8' Wide x 8' High x 24' Length, Forest Green Fabric Cover	\$7,674
320724	Players Tunnel, 8' Wide x 8' High x 24' Length, Frame Only	\$5,608
320724GY	Players Tunnel, 8' Wide x 8' High x 24' Length, Gray Fabric Cover	\$7,109
320724GR	Players Tunnel, 8' Wide x 8' High x 24' Length, Green Fabric Cover	\$7,674

320724NB	Players Tunnel, 9' Wide x 8' High x 24' Length, Navy Blue Fabric Cover	\$7,488
320724OR	Players Tunnel, 9' Wide x 8' High x 24' Length, Orange Fabric Cover	\$7,144
320724PE	Players Tunnel, 9' Wide x 8' High x 24' Length, Purple Fabric Cover	\$6,971
320724RD	Players Tunnel, 9' Wide x 8' High x 24' Length, Red Fabric Cover	\$7,588
320724RB	Players Tunnel, 9' Wide x 8' High x 24' Length, Royal Blue Fabric Cover	\$7,873
320724SUN	Players Tunnel, 9' Wide x 8' High x 24' Length, Sunshine Fabric Cover	\$7,873
320724TQ	Players Tunnel, 9' Wide x 8' High x 24' Length, Turquoise Fabric Cover	\$7,219
320724WH	Players Tunnel, 9' Wide x 8' High x 24' Length, White Fabric Cover	\$7,873
320724YL	Players Tunnel, 9' Wide x 8' High x 24' Length, Yellow Fabric Cover	\$7,873
321115	Skirt, 4'x12", Black Janus, Clip Attachment	\$85
321325	Skirt, 4'x12", Black Velour Fabric, Clip Attachment	\$95
321533	Skirt, 4'x12"-16" Black Janus, Clip Attachment	\$204
321531	Skirt, 4'x12"-16", Black Velour Fabric, Clip Attachment	\$245
321116	Skirt, 4'x16" Black Janus, Clip Attachment	\$94
321216	Skirt, 4'x16", Black Janus, Velcro Attachment	\$88
321329	Skirt, 4'x16", Black Velour Fabric, Clip Attachment	\$101
321429	Skirt, 4'x16", Black Velour Fabric, Velcro Attachment	\$101
321493	Skirt, 4'x16"-24", Black Janus, Clip Attachment	\$200
321457	Skirt, 4'x16"-24", Black Janus, Velcro Attachment	\$197
321459	Skirt, 4'x16"-24", Black Velour Fabric, Clip Attachment	\$239
321453	Skirt, 4'x16"-24", Black Velour Fabric, Velcro Attachment	\$251
321117	Skirt, 4'x24" Black Janus, Clip Attachment	\$119
321217	Skirt, 4'x24", Black Janus, Velcro Attachment	\$123
321330	Skirt, 4'x24", Black Velour Fabric, Clip Attachment	\$134
321430	Skirt, 4'x24", Black Velour Fabric, Velcro Attachment	\$116
321456	Skirt, 4'x24"-32" Black Janus, Clip Attachment	\$208
321453	Skirt, 4'x24"-32", Black Janus, Velcro Attachment	\$222
321455	Skirt, 4'x24"-32", Black Velour Fabric, Clip Attachment	\$242
321454	Skirt, 4'x24"-32", Black Velour Fabric, Velcro Attachment	\$239
321118	Skirt, 4'x32" Black Janus, Clip Attachment	\$130
321218	Skirt, 4'x32", Black Janus, Velcro Attachment	\$154
321331	Skirt, 4'x32", Black Velour Fabric, Clip Attachment	\$210
321431	Skirt, 4'x32", Black Velour Fabric, Velcro Attachment	\$182
321451	Skirt, 4'x32"-40" black janus, clip attached skirt	\$220
321452	Skirt, 4'x32"-40" black velour, clip attached skirt	\$256
321450	Skirt, 4'x32"-40", Black Janus, Velcro Attachment	\$220
321449	Skirt, 4'x32"-40", Black Velour Fabric, Velcro Attachment	\$253
321124	Skirt, 4'x32"-48" Black Janus, Clip Attachment	\$232
321337	Skirt, 4'x32"-48", Black Velour Fabric, Clip Attachment	\$272
321125	Skirt, 4'x36"-56" Black Janus, Clip Attachment	\$231
321338	Skirt, 4'x36"-56", Black Velour Fabric, Clip Attachment	\$285
321119	Skirt, 4'x40" Black Janus, Clip Attachment	\$189
321332	Skirt, 4'x40", Black Velour Fabric, Clip Attachment	\$212
321120	Skirt, 4'x48" Black Janus, Clip Attachment	\$175
321339	Skirt, 4'x48", Black Velour Fabric, Clip Attachment	\$258
321126	Skirt, 4'x48"-76" Black Janus, Clip Attachment	\$291
321339	Skirt, 4'x48"-76", Black Velour Fabric, Clip Attachment	\$358
321114	Skirt, 4'x6" Black Janus, Clip Attachment	\$83
321214	Skirt, 4'x6", Black Janus, Velcro Attachment	\$80
321327	Skirt, 4'x6", Black Velour Fabric, Clip Attachment	\$82
321427	Skirt, 4'x6", Black Velour Fabric, Velcro Attachment	\$76
321469	Skirt, 6' x 16"-24" Black Velour, Clip Attachment	\$283
321472	Skirt, 6' x 16"-24" Black Velour, Velcro Attachment	\$278
321466	Skirt, 6' x 24"-32" Black Velour, Clip Attachment	\$284
321487	Skirt, 6' x 24"-32" Black Velour, Velcro Attachment	\$280
321483	Skirt, 6' x 32"-40" Black Velour, Clip Attachment	\$283
321481	Skirt, 6' x 32"-40" Black Velour, Velcro Attachment	\$281
321324	Skirt, 6' x 32"-48" Black Velour, Clip Attachment	\$363
321325	Skirt, 6' x 36"-56" Black Velour, Clip Attachment	\$379
321326	Skirt, 6' x 48"-76" Black Velour, Clip Attachment	\$496

321314	Skirt, 6' x 8" Black Velour, Clip Attachment	\$119
321414	Skirt, 6' x 8" Black Velour, Velcro Attachment	\$102
321502	Skirt, 6' x 12"-16" Black Janus, Clip Attachment	\$172
321503	Skirt, 6' x 12"-16" Black Velour, Clip Attachment	\$216
321128	Skirt, 6'x12" Black Janus, Clip Attachment	\$138
321315	Skirt, 6'x12" Black Velour, Clip Attachment	\$119
321129	Skirt, 6'x16" Black Janus, Clip Attachment	\$149
321225	Skirt, 6'x16" Black Janus, Velcro Attachment	\$129
321310	Skirt, 6'x16" Black Velour, Clip Attachment	\$132
321416	Skirt, 6'x16" Black Velour, Velcro Attachment	\$134
321470	Skirt, 6'x16"-24" Black Janus, Clip Attachment	\$248
321471	Skirt, 6'x16"-24" Black Janus, Velcro Attachment	\$244
321130	Skirt, 6'x24" Black Janus, Clip Attachment	\$145
321226	Skirt, 6'x24" Black Janus, Velcro Attachment	\$152
321317	Skirt, 6'x24" Black Velour, Clip Attachment	\$207
321417	Skirt, 6'x24" Black Velour, Velcro Attachment	\$191
321466	Skirt, 6'x24"-32" Black Janus, Clip Attachment	\$249
321468	Skirt, 6'x24"-32" Black Janus, Velcro Attachment	\$242
321131	Skirt, 6'x32" Black Janus, Clip Attachment	\$171
321227	Skirt, 6'x32" Black Janus, Velcro Attachment	\$153
321318	Skirt, 6'x32" Black Velour, Clip Attachment	\$256
321418	Skirt, 6'x32" Black Velour, Velcro Attachment	\$270
321464	Skirt, 6'x32"-40" Black Janus, Clip Attachment	\$251
321462	Skirt, 6'x32"-40" Black Janus, Velcro Attachment	\$253
321137	Skirt, 6'x32"-48" Black Janus, Clip Attachment	\$262
321138	Skirt, 6'x36"-56" Black Janus, Clip Attachment	\$287
321132	Skirt, 6'x40" Black Janus, Clip Attachment	\$193
321319	Skirt, 6'x40" Black Velour, Clip Attachment	\$306
321133	Skirt, 6'x48" Black Janus, Clip Attachment	\$234
321320	Skirt, 6'x48" Black Velour, Clip Attachment	\$283
321139	Skirt, 6'x48"-76" Black Janus, Clip Attachment	\$328
321127	Skirt, 6'x8" Black Janus, Clip Attachment	\$104
321224	Skirt, 6'x8" Black Janus, Velcro Attachment	\$108
321447	Skirt, 6' x 16"-24" Black Janus, Clip Attachment	\$279
321445	Skirt, 6' x 16"-24" Black Janus, Velcro Attachment	\$277
321448	Skirt, 6' x 16"-24" Black Velour, Clip Attachment	\$321
321446	Skirt, 6' x 16"-24" Black Velour, Velcro Attachment	\$319
321444	Skirt, 6' x 24"-32" Black Janus, Clip Attachment	\$282
321442	Skirt, 6' x 24"-32" Black Janus, Velcro Attachment	\$277
321441	Skirt, 6' x 24"-32" Black Velour Fabric, Velcro Attachment	\$327
321443	Skirt, 6' x 24"-32" Black Velour, Clip Attachment	\$324
321476	Skirt, 6' x 30"-38" Black Velour, Velcro Attachment	\$328
321440	Skirt, 6' x 32"-40" Black Janus Clip Attach	\$294
321437	Skirt, 6' x 32"-40" Black Janus, Velcro Attachment	\$267
321439	Skirt, 6' x 32"-40" Black Velour, Clip Attachment	\$383
321438	Skirt, 6' x 32"-40" Black Velour, Velcro Attachment	\$384
321111	Skirt, 6' x 32"-48" Black Janus, Clip Attachment	\$334
321311	Skirt, 6' x 32"-48", Black Velour, Clip Attachment	\$397
321112	Skirt, 6' x 36"-56" Black Janus, Clip Attachment	\$341
321312	Skirt, 6' x 36"-56" Black Velour, Clip Attachment	\$422
321113	Skirt, 6' x 48"-76" Black Janus, Clip Attachment	\$402
321313	Skirt, 6' x 48"-76" Black Velour, Clip Attachment	\$531
321101	Skirt, 6' x 6" Black Janus, Clip Attachment	\$118
321201	Skirt, 6' x 6" Black Janus, Velcro Attachment	\$123
321301	Skirt, 6' x 6" Black Velour, Clip Attachment	\$140
321401	Skirt, 6' x 6" Black Velour, Velcro Attachment	\$133
321504	Skirt, 6' x 12"-16" Black Janus, Clip Attachment	\$188
321505	Skirt, 6' x 12"-16" Black Velour, Clip Attachment	\$270
321102	Skirt, 6'x12" Black Janus, Clip Attachment	\$125
321302	Skirt, 6'x12" Black Velour, Clip Attachment	\$151

321103	Skirt, 8'x16" Black Janus, Clip Attachment	\$141
321203	Skirt, 8'x16" Black Janus, Velcro Attachment	\$149
321303	Skirt, 8'x16" Black Velour, Clip Attachment	\$174
321403	Skirt, 8'x16" Black Velour, Velcro Attachment	\$182
321104	Skirt, 8'x24" Black Janus, Clip Attachment	\$194
321204	Skirt, 8'x24" Black Janus, Velcro Attachment	\$179
321304	Skirt, 8'x24" Black Velour, Clip Attachment	\$226
321404	Skirt, 8'x24" Black Velour, Velcro Attachment	\$220
321105	Skirt, 8'x32" Black Janus, Clip Attachment	\$196
321205	Skirt, 8'x32" Black Janus, Velcro Attachment	\$225
321305	Skirt, 8'x32" Black Velour, Clip Attachment	\$328
321405	Skirt, 8'x32" Black Velour, Velcro Attachment	\$309
321106	Skirt, 8'x40" Black Janus, Clip Attachment	\$268
321306	Skirt, 8'x40" Black Velour, Clip Attachment	\$330
321107	Skirt, 8'x48" Black Janus, Clip Attachment	\$274
321307	Skirt, 8'x48" Black Velour, Clip Attachment	\$350
340009	Stair - ADA 36"-56" 6 Step	\$14,970
340088	Stair - ADA 48"-78" 8 Step	\$16,373
330091	Stair - Budget 1 Step, 8"-16"	\$362
330092	Stair - Budget 2 Step, 18"-24"	\$543
320104	Stair - EZ Lift 32"-48" 5 Step	\$3,036
320204	Stair - EZ Lift 32"-48" 5 Step, Lighted	\$3,943
320105	Stair - EZ Lift 36"-56" 6 Step	\$3,355
320205	Stair - EZ Lift 36"-56" 6 Step, Lighted	\$4,376
320106	Stair - EZ Lift 48"-78" 8 Step	\$3,819
320206	Stair - EZ Lift 48"-78" 8 Step, Lighted	\$5,397
360001	Stair - Folding Adjustable 12"-16" 1 Step, redesign alum. tread, No Handrail	\$980
320018	Stair - Folding Adjustable 16"-24" 2 Step, Lighted	\$2,133
320012	Stair - Folding Adjustable 18"-24" 2 Step, Lighted, No Handrail	\$1,821
360012	Stair - Folding Adjustable 16"-24" 2 Step, redesign alum. tread	\$1,562
360012	Stair - Folding Adjustable 16"-24" 2 Step, redesign alum. tread	\$1,562
360002	Stair - Folding Adjustable 16"-24" 2 Step, redesign alum. tread, No Handrail	\$1,225
320003	Stair - Folding Adjustable 24"-32" 3 Step	\$1,845
360003	Stair - Folding Adjustable 24"-32" 3 Step, redesign alum. tread	\$1,926
320014	Stair - Folding Adjustable 32"-40" 4 Step, Lighted	\$2,935
360004	Stair - Folding Adjustable 32"-40" 4 Step, redesign alum. tread	\$2,199
320019	Stair - Folding Adjustable 32"-48" 5 Step, Lighted	\$3,438
360015	Stair - Folding Adjustable 32"-48" 5 Step, redesign alum. tread	\$2,671
360015	Stair - Folding Adjustable 32"-48" 5 Step, redesign alum. tread	\$2,671
320115	Stair - Folding Adjustable 36"-56" 6 Step, Lighted	\$3,890
360006	Stair - Folding Adjustable 36"-56" 6 Step, redesign alum. tread	\$2,984
320016	Stair - Folding Adjustable 48"-78" 8 Step, Lighted	\$5,097
360008	Stair - Folding Adjustable 48"-78" 8 Step, redesign alum. tread	\$3,322
320011	Stair - Folding Adjustable 12"-16" 1 Step, Lighted, No Handrail	\$1,221
330081	Stair - Tilt & Tote 1 Step, 16"	\$586
330082	Stair - Tilt & Tote 2 Step, 16"-24"	\$756
330083	Stair - Tilt & Tote 3 Step, 24"-32"	\$963
330093	Stair - Tilt & Tote 3 Step, 24"-32" (FR-2402)	\$974
330084	Stair - Tilt & Tote 4 Step, 32"-40"	\$1,341
340091	Stair - Tilt & Tote 4 Step, 6" Rise (MagnaRoll)	\$2,091
360165	Transport Ramp Guardrail (14)	\$734
104718	Transport, Alta Breve Riser (3 Sections)	\$1,105
340114	Transport, CC500 Barricade, with Strip (8)	\$1,624
322235	Transport, Deck 3' x 6' (15)	\$1,072
322201	Transport, Deck 4' x 8' (15)	\$1,151
322803	Transport, Deck 4' x 8' w/ply (15)	\$1,573
340038	Transport, Deck Vertical (8)	\$1,164
322113	Transport, Drapery	\$1,326
322202	Transport, Guardrail ML/Chairstop (52 - 4' or 26 - 6' to 8' Guardrails)	\$1,782
322248	Transport, Guardrail Universal (36 - 4' or 20 - 6' to 8' Guardrails)	\$2,158

Product Lines

Product	Product Code	Quantity	Sales Price	Amount
AlphaRoll Elite Dual-Sided Riser, 6' x 8' x 16"-24" Dual Height with Black PolyTrac/Gray Carpet Surfaces	360022	12.0 Each	\$2,314.00	\$27,768.00
AlphaRoll Leg Pack, 16"-24"	107042	30.0 Each	\$80.00	\$2,400.00
AlphaRoll Leg Pack, 24"-32"	107044	30.0 Each	\$93.00	\$2,790.00

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
STAGERIGHT CORPORATION
For
StageRight Equipment, Parts, Repairs, and Installation Services**

Contract Number: MA 8200 GS190000004

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and StageRight Corporation, having offices at 495 Pioneer Parkway, Clare, Michigan 48617.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

- 1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.
- 1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.
- 1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.
- 1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Amy Whitney, Phone: 1-800-438-4499, ext. 327, Email Address: awhitney@stageright.com. The City's Contract Manager for the engagement shall be Taje Allen, Phone: (512) 404-4320, Email Address: Taje.Allen@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

- 2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
- 2.2 **Tasks.** To accomplish the work described herein, the Contractor shall perform each of the following tasks:
 - 2.2.1 **See Scope of Work, section 2.0 - CONTRACTOR'S REQUIREMENTS**

SECTION 3. COMPENSATION

- 3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$50,000 annually for all fees and expenses.
- 3.2 **Economic Price Adjustment.**
 - 3.2.1 **Price Adjustments.** Prices shown in this Contract shall remain firm for the first 12-month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein.

The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 25 percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line item made pursuant to this provision. Prices for product or services unaffected by verifiable cost trends shall not be subject to adjustment.

3.2.2 **Effective Date.** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

3.2.3 **Adjustments.** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

3.2.4 **Indexes.** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

3.2.4.1 The following definitions apply:

3.2.4.1.1 **Base Period.** Month and year of the original contracted price (the solicitation close date).

3.2.4.1.2 **Base Price.** Initial price quoted, proposed and/or contracted per unit of measure.

3.2.4.1.3 **Adjusted Price.** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.

3.2.4.1.4 **Change Factor.** The multiplier utilized to adjust the Base Price to the Adjusted Price.

3.2.4.1.5 **Weight %.** The percent of the Base Price subject to adjustment based on an index change.

3.2.4.2 **Adjustment-Request Review.** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

3.2.4.2.1 Utilize final Compilation data instead of Preliminary data

3.2.4.2.2 If the referenced index is no longer available shift up to the next higher category index.

3.2.4.3 **Index Identification.** Complete table as they may apply.

Weight % or \$ of Base Price: 95%	
Database Name: Bureau of Labor Statistics (BLS)	
Series ID: WPU1179	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Goods (Auditorium, Stadium, Team Seating Furniture)	

Weight % or \$ of Base Price: 5%	
Database Name: Bureau of Labor Statistics (BLS)	
Series ID: PCU31599-31599	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Non-Professional (Accessories)	

3.2.5 **Calculation.** Price adjustment will be calculated as follows:

3.2.5.1 **Single Index.** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

3.2.6 If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

3.3 **Invoices.**

3.3.1 Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Convention Center Department
Attn:	Accounts Payable
Address	500 East Cesar Chavez
City, State, Zip Code	Austin, Texas 78701
Email	ACCD.AcctsPayable@austintexas.gov

3.3.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to warranty actually worked at the work site.

3.3.3 Submit a copy of the Estimate with each invoice. The Contractor's invoices shall include the following information at a minimum for the services provided: date, invoice number, description, serial number, model number, part number, quantity, unit pricing from the published price list or catalog for the parts and materials used, discount percentage, unit discount price, extended price, total price and location with the itemized labor breakdown.

3.3.4 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.3.5 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4 **Payment.**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

- 3.4.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
- 3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;
 - 3.4.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - 3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - 3.4.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - 3.4.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - 3.4.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - 3.4.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.
- 3.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- 3.4.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.
- 3.5 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
- 3.6 **Final Payment and Close-Out.**
- 3.6.1 The making and acceptance of final payment will constitute:
 - 3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - 3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

- 4.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 12 months in the amount of \$50,000 with 4 twelve (12) months extension options in the amount of \$50,000 each for a total contract amount not to exceed \$250,000.
- 4.1.1 Upon expiration of the contract, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or

complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

- 4.1.2 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 4.1.3 This is a 60-month Contract. Prices are firm for the first twelve (12) months.
- 4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.
- 4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

- 5.1 **Insurance:** The following insurance requirements apply.

5.1.1 **General Requirements.**

- 5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

- 5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.
- 5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- 5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- 5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- 5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

- 5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- 5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- 5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- 5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- 5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar day Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent

of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 Equal Opportunity.

5.2.1 Equal Employment Opportunity. No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 Americans With Disabilities Act (ADA) Compliance. No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.3 Acceptance of Incomplete or Non-Conforming Deliverables. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.4 Delays.

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.4.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.5 Ownership And Use Of Deliverables. The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.6 Rights to Proposal and Contractual Material. All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.7 Publications. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

- 6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
- 6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- 6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 Warranty – Services. The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- 6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- 6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
- 6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
- 6.2.4 Warranty – Parts - The Contractor shall provide a written warranty for all parts and labor and workmanship upon completion of each job. The warranty shall be guaranteed for a minimum of one year from completion date and shall be warranted against any malfunctions or defects in products, parts and against faulty services. If the manufacturer's warranty is longer for any part(s) provided in repair or service work performed, then the longer warranty shall apply.

This warranty shall provide for replacement of defective equipment, parts, and labor, and shall include pick-up of the defective equipment and parts from City and delivery of the replacement(s) to the same location, at no additional cost to the City. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

The Contractor shall provide a copy of the manufacturer's parts warranty to the Contract Manager or their designee within five (5) calendar days of request by the City. The warranty period for all parts shall not start until the part is installed on a unit as evidenced by the City's service ticket.

SECTION 7. MISCELLANEOUS

- 7.1 Place and Condition of Work. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials,

equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

- 7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- 7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:
 - 7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and
 - 7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- 7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 Compliance with Health, Safety, and Environmental Regulations. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 Significant Event. The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

- 7.4.1 disposal of major assets;
- 7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;
- 7.4.3 any significant termination or addition of provider contracts;
- 7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;
- 7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;
- 7.4.6 reorganization, reduction and/or relocation in key personnel;
- 7.4.7 known or anticipated sale, merger, or acquisition;
- 7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 Audits and Records.

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 Indemnity.

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

- 7.7.2 **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE NEGLIGENCE OR MISCONDUCT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD-PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM. Contractor shall have no obligation to indemnify City, its SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED FROM ANY CLAIMS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, CAUSES OF ACTION AND EXPENSES (INCLUDING ATTORNEY'S FEES) THAT ARISE FROM OR RELATE TO: (1) THE FAILURE OF CITY TO REGULARLY AND PROPERLY INSPECT, SERVICE OR MAINTAIN THE WORK SUBSEQUENT TO ACCEPTANCE (2) ANY DAMAGE TO THE WORK SUBSEQUENT TO ACCEPTANCE ; (3) ANY REPAIRS TO OR REPLACEMENTS OF THE WORK SUBSEQUENT TO ACCEPTANCE USING MATERIAL OR LABOR NOT SUPPLIED BY OR APPROVED OF BY CONTRACTOR; OR (4) ANY ALTERATIONS OR MODIFICATIONS MADE TO THE WORK SUBSEQUENT TO ACCEPTANCE."**
- 7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:
- | | |
|-------------------------------------------|---------------------------------------------|
| To the City: | To the Contractor: |
| City of Austin, Purchasing Office | Contractor's Name: StageRight Corporation |
| ATTN: Linell Goodin Brown, Contract Supv. | ATTN: Amy Whitney, Contract Manager |
| P O Box 1088 | Street Address: 495 Pioneer Parkway |
| Austin, TX 78767 | City, State Zip Code: Clare, Michigan 48617 |
- 7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most

valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
- 7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 7.16 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 Dispute Resolution.

- 7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- 7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

- 7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.
- 7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**
- 7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 Subcontractors.

- 7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is

additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.26 **Prohibition of Boycott Israel Verification**

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this Contract.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the Principal Artist qualifies as a "company", then the Principal Artist verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this Contract.
- C. The Principal Artist's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

7.27 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.28 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.29 **Incorporation of Documents.** Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

7.30 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.30.1 any exceptions to the Offer accepted in writing by the City;

7.30.2 the Supplemental Purchase Terms and Conditions;

7.30.3 the Standard Purchase Terms and Conditions;


7.30.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

STAGE RIGHT CORPORATION

CITY OF ALBANY

By: 
Signature

By: 
Signature

Name: JEFF SCHULTZ
Printed Name

Name: Matthew Doree
Printed Name

Title: VP SPORTS & ENTERTAINMENT

Title: Procurement Manager

Date: 6/19/19

Date: 6-20-19

List of Exhibits

Exhibit A	ACCD Contractor or Sub-Contractor Access Requirements
Exhibit B	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION
Exhibit C	ACCD List Price Schedule
Exhibit D	StageRight Corporation - Price Schedule

EXHIBIT B
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation In Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

Sanctions:

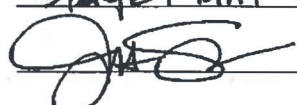
Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 19 day of JUNE, 2019

CONTRACTOR
Authorized
Signature

STAGE RIGHT CORP.


Title

VP SPORTS & ENTERTAINMENT

EXHIBIT A

STAGERIGHT EQUIPMENT, PARTS, REPAIRS, AND INSTALLATION SERVICES for Contract GS190000004

ACCD CONTRACTOR OR SUB-CONTRACTOR ACCESS REQUIREMENTS

Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.

1. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the Contract Manager, persons conducting business with Austin Convention Center (ACC) are required to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
2. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge for Access, which may be an ACCD Photo or Non-Photo ID Badge.
3. All persons not directly escorted by an ACCD employee must clearly display an access or ID device while on ACCD facility premises.
4. Use of ACCD access or ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
5. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access or ID devices.
6. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
7. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
8. Under no circumstances shall any person issued an access or ID device, allow another person entry into any ACCD facility using their access or ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.
9. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access or ID devices and check-in procedures.

EXHIBIT A

STAGERIGHT EQUIPMENT, PARTS, REPAIRS, AND INSTALLATION SERVICES for Contract GS190000004

10. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event or show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
11. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
12. Temporary badge or access devices issued to Contractors, subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift or assignment. Failure to return temporary badges or access devices at the completion of work assignments may lead to future ACCD facility access restrictions.



City of Austin Purchasing Office

Sole Source Certificate of Exemption

DATE: February 22, 2019 DEPT: Austin Convention Center
TO: Purchasing Officer or Designee FROM: Taje Allen
PURCHASING POC: Lynnette Hicks PHONE: 512-404-4320

Chapter 252 of the Local Government Code requires that municipalities comply with certain competitive solicitation procedures before entering into a contract requiring an expenditure greater than \$50,000, unless the expenditure falls within an exemption listed in Section 252.022 or other applicable law.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

This Certificate of Exemption must be complete, fully executed, and filed with the City Purchasing Office.

The City has deemed this procurement to be exempt from the competitive solicitation requirements of LGC Chapter 252 based on the following facts:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

Please check the criteria listed below that applies to this sole source request:

- ☒ Items that are available from only one source because of patents, copyrights, secret process, or natural monopolies.
- ☐ Films, manuscripts or books that are available from only one source.
- ☐ Gas, water and other utilities that are available from only one source.
- ☒ Captive replacement parts or components for equipment that are only available from one source.
- ☐ Books, papers and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials.
- ☐ Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

2. Describe this procurement including the following information as applicable:

- What it is for and why it is needed?
- What is the municipal purpose that this procurement addresses or furthers?
- Why is the procurement a sole source?
- Has this procurement or a similar procurement been competitively solicited in the past?
- Why is the vendor the only viable solution?
- Are there any other alternative solutions? If so, why are those alternatives unacceptable?
- Is there a concern regarding warranty, compatibility, and/or routine safety?
- Are there territorial or geographic restrictions for the product distribution and sale?
- Are there other resellers, distributors, or dealers in the market?
- What other suppliers or products/services were considered?
- If the product is designed to be compatible with existing equipment/item/system, describe the age, value and useful life remaining of the current equipment/item/system. What is the estimated cost of buying new equipment/item/system? What is value of buying the addition versus buying all new?
- Is there a way to retrofit another brand? What is this estimated associated cost?
- What specialized training or certifications are necessary to maintain or repair the equipment/item/system? Is it specific to the proposed vendor?
- **Prices were determined to be reasonable based on the following (select all that apply):**

- ☐ Prices are the same or similar to current City contract.
Notes: At a minimum, note the City of Austin contract number and title.
- ☐ Prices are the same or similar to current contract with another government.
Notes: At a minimum, note the contract number, title and government that created the contract.
- ☒ Prices are on a current and publicly available list price, for the same or similar products, available to all government and commercial customers.
Notes: At a minimum, note the list price title, source of the list price (catalog and catalog publish date or web address and download date).
- ☐ Prices are established by law or regulation.
Notes: At a minimum, note the legal or regulatory reference that established the prices.
- ☐ Other means of determining Price Reasonableness.
Notes: Describe any other source that was used to establish Price Reasonableness.

* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.

The Austin Convention Center Department (ACCD) will utilize StageRight to purchase equipment, equipment upgrades, parts, repairs, installation and preventative maintenance for events hosted at the Austin Convention Center (ACC) and Palmer Events Center (PEC). The equipment purchased will enable the ACC to continue providing our customers with high quality staging equipment and services.

StageRight is the sole manufacturer and seller of its proprietary staging products. The StageRight system is based on proprietary design of interchangeable staging equipment that can only be used with StageRight manufactured equipment. There are no other resellers, distributors or dealers in the market for this equipment.

StageRight provides warranty for its parts and labor. StageRight ensures compatibility and will provide preventative maintenance and condition assessments to ensure the equipment is operating efficiently.

The City has previously used sole source purchases to add or replace existing StageRight equipment. The goal of this sole source exemption is to establish a multi-term contract to improve efficiencies with our department purchases.

Past CTs:

<u>Date</u>	<u>CT Number</u>	<u>Amount</u>
8/17/2018	CT-8200-18081700661	\$48,051.00
9/12/2016	CT-8200-16091200967	\$37,436.71
9/09/2015	CT-8200-15090900915	\$38,033.94
2/20/2014	CT-8200-14022000324	\$32,742.00

- What other suppliers or products/services -or alternatives were considered and why did they not meet your requirements?
No other vendors were considered, there are no other resellers, distributors or dealers in the market for this equipment.
- If the product is designed to be compatible with existing equipment/item/system, describe the age, value and useful life remaining of the current equipment/item/system. What is the estimated cost of buying new equipment/item/system? What is value of buying the addition versus buying all new?
Estimated cost is unknown.
- Is there a way to retrofit another brand? What is this estimated associated cost?
There are no other resellers, distributors or dealers in the market for this equipment.
- What specialized training or certifications are necessary to maintain or repair the equipment/item/system? Is it specific to the proposed vendor?
None

3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:

- ☒ Scope of Work or Statement of Work or Vendor Proposal
- ☒ Vendor's Quote
- ☐ Project timeline with associated tasks, schedule of deliverables or milestones, and proposed payment schedule
- ☒ Vendor's or Manufacturer's (if vendor is a sole authorized distributor) sole source letter: less than 6 months old, signed by an authorized representative, and on company letterhead, should clearly state they are the sole provider and explain why

4. Based on the above facts and supporting documentation, the City of Austin has deemed this procurement to be exempt from competitive procurement requirements pursuant to Texas Local Government Code section 252.022(7) and will contract with:

(Vendor Name): STAGERIGHT CORP. for

(Description of Procurement): Staging equipment and maintenance services

5. Check the contract type (one-time or multi-term) and fill in the dollar amount and term as applicable:

- ☐ This is a one-time request for \$ _____
- ☒ This is a multi-term contract request for 12 (# months for base term) in the amount of \$ 50,000 with 4 (12 months) (# of renewal options) for \$ 50,000 each for a total contract amount of \$250,000.

Recommended
Certification

Taje Allen - Originator

2/22/19
Date

Approved
Certification

[Signature]
Department Director or designee

2/22/19
Date

Assistant City Manager / General Manager Date
(procurements requiring Council approval)

Purchasing Office
Review

Authorized Purchasing Office Staff

Date

Purchasing Office
Management Review

Linell Hood-Brown
Purchasing Officer or designee
(procurements requiring Council approval)

4-30-19
Date



STAGERIGHT

**495 PIONEER PARKWAY
CLARE, MI 48617
800-438-4499**

March 7, 2019

Lisa Mendoza
City of Austin
Austin, TX 78701

Dear Ms. Mendoza,

Please let this serve as StageRight Corporation's verification letter that StageRight Corporation is the sole manufacturer and seller of its staging and riser products. The StageRight system is based on a proprietary design of interchangeable pieces that are only suitable for StageRight manufactured components.

If you have any questions, please feel free to call me at 800-438-4499, ext. 327.

Sincerely,

Amy Whitney

StageRight Corporation – Inside Sales Representative

Ph: 800-438-4499, ext. 327

Fax: 989-386-3500

E-Mail: awhitney@stageright.com

Austin Convention Center List Price List		
StageRight Standard Product		
Effective 3/7/19		
This price list is subject to change at StageRight's discretion without approval.		
StageRight will provide notice of any price changes as they occur.		
		List
Part Number	Product	Price
350409	ADA Ramp Package, 0"-12" (Includes Transition Assembly, Supports, Safety Tread D	\$4,387
350410	ADA Ramp Package, 0"-16" (Includes Transition Assembly, Supports, Safety Tread D	\$5,997
350411	ADA Ramp Package, 0"-20" (Includes Transition Assembly, Supports, Safety Tread D	\$7,589
350412	ADA Ramp Package, 0"-24" (Includes Transition Assembly, Supports, Safety Tread D	\$9,248
350413	ADA Ramp Package, 0"-28" (Includes Transition Assembly, Supports, Safety Tread D	\$15,493
350414	ADA Ramp Package, 0"-32" (Includes Transition Assembly, Supports, Safety Tread D	\$17,394
350415	ADA Ramp Package, 0"-36" (Includes Transition Assembly, Supports, Safety Tread D	\$19,204
350416	ADA Ramp Package, 0"-40" (Includes Transition Assembly, Supports, Safety Tread D	\$21,022
350417	ADA Ramp Package, 0"-48" (Includes Transition Assembly, Supports, Safety Tread D	\$24,820
350418	ADA Ramp Package, 0"-56" (Includes Transition Assembly, Supports, Safety Tread D	\$33,990
350419	ADA Ramp Package, 0"-64" (Includes Transition Assembly, Supports, Safety Tread D	\$37,335
350420	ADA Ramp Package, 0"-72" (Includes Transition Assembly, Supports, Safety Tread D	\$41,089
350408	ADA Ramp Package, 0"-8" (Includes Transition Assembly, Supports, Safety Tread De	\$2,799
360037	Alpha Roll 4x8 Single Sided	\$2,698
360038	Alpha Roll 6x8 Single Sided Deck	\$3,603
360021	AlphaRoll 4x8 Elite Reversible Deck with Black PolyTrac/Gray Carpet Surfaces 16"	\$4,053
360022	AlphaRoll 6x8 Elite Deck with Black PolyTrac/Gray Carpet Surfaces 16"-24"	\$4,628
360140	CC500 Barricade Corner Wedge Plate	\$528
107271	CC500 Barricade Step Extension	\$184
360137	CC500 Barricade Thrust Assembly, Inside Corner	\$1,999
360139	CC500 Barricade Thrust Assembly, Outside Corner Left	\$1,819
360138	CC500 Barricade Thrust Assembly, Outside Corner Right	\$1,743
320600	CC-500 Barricade, 4' Wide	\$1,343
638AN22	Deck, 3'x8', Reversible with Black TechStage 0.095"/Black TechStage 0.095" Surfa	\$1,066
638AN2D	Deck, 3'x8', Reversible with Black TechStage 0.095"/Gray Carpet Surfaces, Anodiz	\$1,031
638AN66	Deck, 3'x8', Reversible with Gray TechStage 0.095"/Gray TechStage 0.095 Surfaces	\$1,095
648AN22	Deck, 4'x8', Reversible with Black TechStage 0.095"/Black TechStage 0.095"	\$1,174
648AN2D	Deck, 4'x8', Reversible with Black TechStage 0.095"/Gray Carpet Surfaces, Anodiz	\$1,162
648AY2D	Deck, 4'x8', Reversible with Black TechStage/Gray Carpet Surfaces, Anodized Edge	\$1,232
648AN66	Deck, 4'x8', Reversible with Gray Techstage/Gray Techstage Surfaces, Anodized Ed	\$1,214
648ANDD	Deck, 4'x8', Standard Reversible with Gray Carpet x2 Surfaces	\$1,184
360045	Guardrail, 4' x 42", Universal A.D.A.	\$545
360046	Guardrail, Universal 4'x42"	\$489
360047	Guardrail, Universal 4'x34"	\$580
360048	Guardrail, Universal 4'x32"	\$474
390502	Guardrail, Universal 6'x42"	\$600
390504	Guardrail, Universal 7'x42"	\$569
390506	Guardrail, Universal 6'x32"	\$504
390507	Guardrail, Universal 8'x32"	\$508
390508	Guardrail, Universal 7'x32"	\$502
390532	Guardrail, Universal 2'x32"	\$567
390533	Guardrail, Universal 3'x32"	\$628
390535	Guardrail, Universal 5'x32"	\$556
390542	Guardrail, Universal 2'x42"	\$558
390543	Guardrail, Universal 3'x42"	\$483
390545	Guardrail, Universal 5'x42"	\$612
390552	Guardrail, Universal 2'x34"	\$465
390553	Guardrail, Universal 3'x34"	\$452
390555	Guardrail, Universal 5'x34"	\$480
390556	Guardrail, Universal 6'x34"	\$687

390557	Guardrail, Universal 7'x34"	\$502
390558	Guardrail, Universal 8'x34"	\$573
390602	Guardrail, 6' x 42", Universal A.D.A.	\$748
390603	Guardrail, 8' x 42", Universal A.D.A.	\$730
390604	Guardrail, 7' x 42", Universal A.D.A.	\$760
390642	Guardrail, 2' x 42", Universal A.D.A.	\$618
390643	Guardrail, 3' x 42", Universal A.D.A.	\$556
390645	Guardrail, 5' x 42", Universal A.D.A.	\$675
314445	Locator, Arena-Style Dual/Dimpled	\$84
314455	Locator, Arena-Style Quad/Dimpled	\$72
314450	Locator, Arena-Style Tri/Center/Dimpled	\$91
314452	Locator, Arena-Style Tri/Left/Dimpled	\$107
314451	Locator, Arena-Style Tri/Right/Dimpled	\$87
314545	Locator, Major Event All-Terrain Style, Dual	\$58
314238	Locator, Major Event All-Terrain Style, Dual/Dual	\$65
314239	Locator, Major Event All-Terrain Style, Dual/Quad	\$89
314555	Locator, Major Event All-Terrain Style, Quad	\$77
314540	Locator, Major Event All-Terrain Style, Single	\$51
314550	Locator, Major Event All-Terrain Style, Tri/Center	\$112
314552	Locator, Major Event All-Terrain Tri/Left	\$94
314551	Locator, Major Event All-Terrain Tri/Right	\$94
314456	Locator, Major Event Arena-Style & Z-HD Dual/Dual	\$63
314457	Locator, Major Event Arena-Style & Z-HD Dual/Quad	\$91
314340	Locator, Major Event Arena-Style & Z-HD Single	\$42
314700	Locator, Retractable (RLA)	\$78
314345	Locator, ZHD Dual	\$50
314355	Locator, ZHD Quad	\$74
314350	Locator, Z-HD, Tri/Center	\$131
314352	Locator, ZHD, Tri/Lf	\$157
314351	Locator, ZHD, Tri/Right	\$130
314229	ME-1000, 4' x 4', 48"-78" All-Terrain Style Full Assembly without Locators	\$1,955
314409	ME-1000, 4' x 8', 16"-24" All-Terrain Style Full Assembly without Locators	\$1,894
314410	ME-1000, 4' x 8', 24"-36" All-Terrain Style Full Assembly without Locators	\$1,779
314412	ME-1000, 4' x 8', 32"-48" All-Terrain Style Full Assembly without Locators	\$1,869
314415	ME-1000, 4' x 8', 36"-56" All-Terrain Style Full Assembly without Locators	\$1,957
314420	ME-1000, 4' x 8', 48"-78" All-Terrain Style Full Assembly without Locators	\$2,156
314232	ME-1000, 4'x4' Brace, Horizontal	\$192
314221	ME-1000, 4'x4', 24"-36" Arena-Style Full Assembly with RLA's	\$2,107
314223	ME-1000, 4'x4', 32"-48" Arena-Style Full Assembly with RLA's	\$2,209
314222	ME-1000, 4'x4', 36"-56" Arena-Style Full Assembly with RLA's	\$2,422
314224	ME-1000, 4'x4', 48"-78" Arena-Style Full Assembly with RLA's	\$2,451
314231	ME-1000, 4'x4'x24"-36" Brace, Diagonal	\$209
314236	ME-1000, 4'x4'x32"-48" Brace, Diagonal	\$207
314234	ME-1000, 4'x4'x36"-56" Brace, Diagonal	\$205
314235	ME-1000, 4'x4'x48"-78" Brace, Diagonal	\$202
314117	ME-1000, 4'x8' Brace, Even Row Horizontal	\$230
314105	ME-1000, 4'x8' Brace, Horizontal	\$278
314210	ME-1000, 4'x8', 24"-36" Arena-Style Full Assembly with RLA's	\$2,253
314212	ME-1000, 4'x8', 32"-48" Arena-Style Full Assembly with RLA's	\$2,313
314215	ME-1000, 4'x8', 36"-56" Arena-Style Full Assembly with RLA's	\$2,446
314118	ME-1000, 4'x8', 36"-56" Brace, Diagonal Even Row 36"-56"	\$245
314220	ME-1000, 4'x8', 48"-78" Arena-Style Full Assembly with RLA's	\$2,599
314119	ME-1000, 4'x8', 48"-78" Brace, Diagonal Even Row 48"-78"	\$243
108544	ME-1000, 4'x8'x16"-24" Brace, Diagonal	\$257
314335	ME-1000, 4'x8'x24"-36" Brace, Diagonal	\$213
314112	ME-1000, 4'x8'x32"-48" Brace, Diagonal	\$208
314110	ME-1000, 4'x8'x36"-56" Brace, Diagonal	\$239
314115	ME-1000, 4'x8'x48"-78" Brace, Diagonal	\$257
314315	ME-1000, H-Section, 36"-56", Arena-Style	\$570
314512	ME-1000, H-Section 32"-48", All-Terrain	\$457

314509	ME-1000, H-Section, 16"-24", All-Terrain	\$467
314510	ME-1000, H-Section, 24"-36", All-Terrain	\$418
314310	ME-1000, H-Section, 24"-36", Arena-Style	\$502
314312	ME-1000, H-Section, 32"-48", Arena-Style	\$537
314515	ME-1000, H-Section, 36"-56", All-Terrain	\$492
314520	ME-1000, H-Section, 48"-78", All-Terrain	\$600
314320	ME-1000, H-Section, 48"-78", Arena Style	\$630
304215	ME-1000, Top Plate Style 4' x 8' x 36"-56" Assembly w/o Locators	\$2,174
304220	ME-1000, Top Plate Style 4' x 8' x 48"-78" Assembly w/o Locators	\$2,260
315212	ME-1500, Arena Style, 4' x 8' x 32"-48" Assembly w/ R.L.A.'s	\$2,967
315215	ME-1500, Arena Style, 4' x 8' x 36"-56" Assembly w/ R.L.A.'s	\$3,073
319236	ME-2750, 8' x 8' x 36"-56" w/ R.L.A.	\$5,242
319248	ME-2750, 8' x 8' x 48"-78" w/ R.L.A.'s	\$5,521
319336	ME-3750, 8' x 12' x 36"-56" w/ R.L.A.'s	\$6,136
319348	ME-3750, 8' x 12' x 48"-78" w/ R.L.A.'s	\$6,651
319532	ME-500, 4' x 8' x 32"-48" Assembly w/ R.L.A.'s	\$2,099
319536	ME-500, 4' x 8' x 36"-56" Assembly w/ R.L.A.'s	\$2,150
319548	ME-500, 4' x 8' x 48"-78" Assembly w/ R.L.A.'s	\$2,155
320712BDY	Players Tunnel, 8' Wide x 8' High x 12' Length, Burgundy Fabric Cover	\$4,746
320712CHAR	Players Tunnel, 8' Wide x 8' High x 12' Length, Charcoal Fabric Cover	\$4,660
320712DBRN	Players Tunnel, 8' Wide x 8' High x 12' Length, Dark Brown Fabric Cover	\$4,746
320712DSBL	Players Tunnel, 8' Wide x 8' High x 12' Length, Deep Sea Blue Fabric Cover	\$4,633
320712FRGR	Players Tunnel, 8' Wide x 8' High x 12' Length, Forest Green Fabric Cover	\$4,869
320712	Players Tunnel, 8' Wide x 8' High x 12' Length, Frame Only	\$3,827
320712GY	Players Tunnel, 8' Wide x 8' High x 12' Length, Gray Fabric Cover	\$4,505
320712GR	Players Tunnel, 8' Wide x 8' High x 12' Length, Green Fabric Cover	\$4,765
320712NB	Players Tunnel, 8' Wide x 8' High x 12' Length, Navy Blue Fabric Cover	\$4,294
320712OR	Players Tunnel, 8' Wide x 8' High x 12' Length, Orange Fabric Cover	\$4,524
320712PE	Players Tunnel, 8' Wide x 8' High x 12' Length, Purple Fabric Cover	\$4,692
320712RD	Players Tunnel, 8' Wide x 8' High x 12' Length, Red Fabric Cover	\$4,741
320712RB	Players Tunnel, 8' Wide x 8' High x 12' Length, Royal Blue Fabric Cover	\$4,765
320712SUN	Players Tunnel, 8' Wide x 8' High x 12' Length, Sunshine Fabric Cover	\$4,746
320712TQ	Players Tunnel, 8' Wide x 8' High x 12' Length, Turquoise Fabric Cover	\$4,565
320712WH	Players Tunnel, 8' Wide x 8' High x 12' Length, White Fabric Cover	\$4,746
320712YL	Players Tunnel, 8' Wide x 8' High x 12' Length, Yellow Fabric Cover	\$4,746
320718BEIG	Players Tunnel, 8' Wide x 8' High x 18' Length, Beige Fabric Cover	\$6,242
320718CHAR	Players Tunnel, 8' Wide x 8' High x 18' Length, Charcoal Fabric Cover	\$6,244
320718DBRN	Players Tunnel, 8' Wide x 8' High x 18' Length, Dark Brown Fabric Cover	\$6,244
320718DSBL	Players Tunnel, 8' Wide x 8' High x 18' Length, Deep Sea Blue Fabric Cover	\$6,091
320718FRGR	Players Tunnel, 8' Wide x 8' High x 18' Length, Forest Green Fabric Cover	\$6,244
320718	Players Tunnel, 8' Wide x 8' High x 18' Length, Frame Only	\$5,037
320718GY	Players Tunnel, 8' Wide x 8' High x 18' Length, Gray Fabric Cover	\$5,824
320718GR	Players Tunnel, 8' Wide x 8' High x 18' Length, Green Fabric Cover	\$6,263
320718NB	Players Tunnel, 8' Wide x 8' High x 18' Length, Navy Blue Fabric Cover	\$6,155
320718RD	Players Tunnel, 8' Wide x 8' High x 18' Length, Red Fabric Cover	\$6,250
320718RB	Players Tunnel, 8' Wide x 8' High x 18' Length, Royal Blue Fabric Cover	\$6,263
320718SUN	Players Tunnel, 8' Wide x 8' High x 18' Length, Sunshine Fabric Cover	\$6,244
320718WH	Players Tunnel, 8' Wide x 8' High x 18' Length, White Fabric Cover	\$6,353
320718YL	Players Tunnel, 8' Wide x 8' High x 18' Length, Yellow Fabric Cover	\$6,244
320724BEIG	Players Tunnel, 8' Wide x 8' High x 24' Length, Beige Fabric Cover	\$7,674
320724BK	Players Tunnel, 8' Wide x 8' High x 24' Length, Black Fabric Cover	\$7,270
320724BONE	Players Tunnel, 8' Wide x 8' High x 24' Length, Bone Fabric Cover	\$7,674
320724BDY	Players Tunnel, 8' Wide x 8' High x 24' Length, Burgundy Fabric Cover	\$7,674
320724CHAR	Players Tunnel, 8' Wide x 8' High x 24' Length, Charcoal Fabric Cover	\$7,674
320724DBRN	Players Tunnel, 8' Wide x 8' High x 24' Length, Dark Brown Fabric Cover	\$7,674
320724DSBL	Players Tunnel, 8' Wide x 8' High x 24' Length, Deep Sea Blue Fabric Cover	\$7,469
320724FRGR	Players Tunnel, 8' Wide x 8' High x 24' Length, Forest Green Fabric Cover	\$7,674
320724	Players Tunnel, 8' Wide x 8' High x 24' Length, Frame Only	\$5,608
320724GY	Players Tunnel, 8' Wide x 8' High x 24' Length, Gray Fabric Cover	\$7,109
320724GR	Players Tunnel, 8' Wide x 8' High x 24' Length, Green Fabric Cover	\$7,674

320724NB	Players Tunnel, 8' Wide x 8' High x 24' Length, Navy Blue Fabric Cover	\$7,488
320724OR	Players Tunnel, 8' Wide x 8' High x 24' Length, Orange Fabric Cover	\$7,144
320724PE	Players Tunnel, 8' Wide x 8' High x 24' Length, Purple Fabric Cover	\$6,971
320724RD	Players Tunnel, 8' Wide x 8' High x 24' Length, Red Fabric Cover	\$7,588
320724RB	Players Tunnel, 8' Wide x 8' High x 24' Length, Royal Blue Fabric Cover	\$7,673
320724SUN	Players Tunnel, 8' Wide x 8' High x 24' Length, Sunshine Fabric Cover	\$7,673
320724TQ	Players Tunnel, 8' Wide x 8' High x 24' Length, Turquoise Fabric Cover	\$7,219
320724WH	Players Tunnel, 8' Wide x 8' High x 24' Length, White Fabric Cover	\$7,673
320724YL	Players Tunnel, 8' Wide x 8' High x 24' Length, Yellow Fabric Cover	\$7,673
321115	Skirt, 4'x12", Black Janus, Clip Attachment	\$85
321328	Skirt, 4'x12", Black Velour Fabric, Clip Attachment	\$95
321500	Skirt, 4'x12"-16" Black Janus, Clip Attachment	\$204
321501	Skirt, 4'x12"-16", Black Velour Fabric, Clip Attachment	\$245
321116	Skirt, 4'x16", Black Janus, Clip Attachment	\$94
321216	Skirt, 4'x16", Black Janus, Velcro Attachment	\$88
321329	Skirt, 4'x16", Black Velour Fabric, Clip Attachment	\$101
321429	Skirt, 4'x16", Black Velour Fabric, Velcro Attachment	\$101
321460	Skirt, 4'x16"-24", Black Janus, Clip Attachment	\$200
321457	Skirt, 4'x16"-24", Black Janus, Velcro Attachment	\$197
321459	Skirt, 4'x16"-24", Black Velour Fabric, Clip Attachment	\$239
321458	Skirt, 4'x16"-24", Black Velour Fabric, Velcro Attachment	\$251
321117	Skirt, 4'x24", Black Janus, Clip Attachment	\$119
321217	Skirt, 4'x24", Black Janus, Velcro Attachment	\$123
321330	Skirt, 4'x24", Black Velour Fabric, Clip Attachment	\$134
321430	Skirt, 4'x24", Black Velour Fabric, Velcro Attachment	\$116
321456	Skirt, 4'x24"-32", Black Janus, Clip Attachment	\$208
321453	Skirt, 4'x24"-32", Black Janus, Velcro Attachment	\$222
321455	Skirt, 4'x24"-32", Black Velour Fabric, Clip Attachment	\$242
321454	Skirt, 4'x24"-32", Black Velour Fabric, Velcro Attachment	\$239
321118	Skirt, 4'x32", Black Janus, Clip Attachment	\$130
321218	Skirt, 4'x32", Black Janus, Velcro Attachment	\$154
321331	Skirt, 4'x32", Black Velour Fabric, Clip Attachment	\$210
321431	Skirt, 4'x32", Black Velour Fabric, Velcro Attachment	\$182
321451	Skirt, 4'x32"-40" black janus, clip attached skirt	\$220
321452	Skirt, 4'x32"-40" black velour, clip attached skirt	\$256
321450	Skirt, 4'x32"-40", Black Janus, Velcro Attachment	\$220
321449	Skirt, 4'x32"-40", Black Velour Fabric, Velcro Attachment	\$253
321124	Skirt, 4'x32"-48", Black Janus, Clip Attachment	\$232
321337	Skirt, 4'x32"-48", Black Velour Fabric, Clip Attachment	\$272
321125	Skirt, 4'x36"-56", Black Janus, Clip Attachment	\$231
321338	Skirt, 4'x36"-56", Black Velour Fabric, Clip Attachment	\$285
321119	Skirt, 4'x40", Black Janus, Clip Attachment	\$189
321332	Skirt, 4'x40", Black Velour Fabric, Clip Attachment	\$212
321120	Skirt, 4'x48", Black Janus, Clip Attachment	\$175
321333	Skirt, 4'x48", Black Velour Fabric, Clip Attachment	\$256
321126	Skirt, 4'x48"-78", Black Janus, Clip Attachment	\$291
321339	Skirt, 4'x48"-78", Black Velour Fabric, Clip Attachment	\$358
321114	Skirt, 4'x8", Black Janus, Clip Attachment	\$83
321214	Skirt, 4'x8", Black Janus, Velcro Attachment	\$80
321327	Skirt, 4'x8", Black Velour Fabric, Clip Attachment	\$82
321427	Skirt, 4'x8", Black Velour Fabric, Velcro Attachment	\$76
321469	Skirt, 6' x 16"-24" Black Velour, Clip Attachment	\$283
321472	Skirt, 6' x 16"-24" Black Velour, Velcro Attachment	\$278
321466	Skirt, 6' x 24"-32" Black Velour, Clip Attachment	\$284
321467	Skirt, 6' x 24"-32" Black Velour, Velcro Attachment	\$280
321463	Skirt, 6' x 32"-40" Black Velour, Clip Attachment	\$283
321461	Skirt, 6' x 32"-40" Black Velour, Velcro Attachment	\$281
321324	Skirt, 6' x 32"-48" Black Velour, Clip Attachment	\$363
321325	Skirt, 6' x 36"-56" Black Velour, Clip Attachment	\$379
321326	Skirt, 6' x 48"-78" Black Velour, Clip Attachment	\$496

321314	Skirt, 6' x 8" Black Velour, Clip Attachment	\$119
321414	Skirt, 6' x 8" Black Velour, Velcro Attachment	\$102
321502	Skirt, 6' x12"-16" Black Janus, Clip Attachment	\$172
321503	Skirt, 6' x12"-16" Black Velour, Clip Attachment	\$216
321128	Skirt, 6'x12" Black Janus, Clip Attachment	\$138
321315	Skirt, 6'x12" Black Velour, Clip Attachment	\$119
321129	Skirt, 6'x16" Black Janus, Clip Attachment	\$149
321225	Skirt, 6'x16" Black Janus, Velcro Attachment	\$129
321316	Skirt, 6'x16" Black Velour, Clip Attachment	\$132
321416	Skirt, 6'x16" Black Velour, Velcro Attachment	\$134
321470	Skirt, 6'x16"-24" Black Janus, Clip Attachment	\$248
321471	Skirt, 6'x16"-24" Black Janus, Velcro Attachment	\$244
321130	Skirt, 6'x24" Black Janus, Clip Attachment	\$145
321226	Skirt, 6'x24" Black Janus, Velcro Attachment	\$152
321317	Skirt, 6'x24" Black Velour, Clip Attachment	\$207
321417	Skirt, 6'x24" Black Velour, Velcro Attachment	\$191
321465	Skirt, 6'x24"-32" Black Janus, Clip Attachment	\$249
321468	Skirt, 6'x24"-32" Black Janus, Velcro Attachment	\$242
321131	Skirt, 6'x32" Black Janus, Clip Attachment	\$171
321227	Skirt, 6'x32" Black Janus, Velcro Attachment	\$183
321318	Skirt, 6'x32" Black Velour, Clip Attachment	\$256
321418	Skirt, 6'x32" Black Velour, Velcro Attachment	\$270
321464	Skirt, 6'x32"-40" Black Janus, Clip Attachment	\$251
321462	Skirt, 6'x32"-40" Black Janus, Velcro Attachment	\$253
321137	Skirt, 6'x32"-48" Black Janus, Clip Attachment	\$262
321138	Skirt, 6'x36"-56" Black Janus, Clip Attachment	\$287
321132	Skirt, 6'x40" Black Janus, Clip Attachment	\$193
321319	Skirt, 6'x40" Black Velour, Clip Attachment	\$306
321133	Skirt, 6'x48" Black Janus, Clip Attachment	\$234
321320	Skirt, 6'x48" Black Velour, Clip Attachment	\$283
321139	Skirt, 6'x48"-78" Black Janus, Clip Attachment	\$328
321127	Skirt, 6'x8" Black Janus, Clip Attachment	\$104
321224	Skirt, 6'x8" Black Janus, Velcro Attachment	\$108
321447	Skirt, 8' x 16"-24" Black Janus, Clip Attachment	\$279
321445	Skirt, 8' x 16"-24" Black Janus, Velcro Attachment	\$277
321448	Skirt, 8' x 16"-24" Black Velour, Clip Attachment	\$321
321446	Skirt, 8' x 16"-24" Black Velour, Velcro Attachment	\$319
321444	Skirt, 8' x 24"-32" Black Janus, Clip Attachment	\$282
321442	Skirt, 8' x 24"-32" Black Janus, Velcro Attachment	\$277
321441	Skirt, 8' x 24"-32" Black Velour Fabric, Velcro Attachment	\$327
321443	Skirt, 8' x 24"-32" Black Velour, Clip Attachment	\$324
321475	Skirt, 8' x 30"-36" Black Velour, Velcro Attachment	\$328
321440	Skirt, 8' x 32"-40" Black Janus Clip Attach	\$294
321437	Skirt, 8' x 32"-40" Black Janus, Velcro Attachment	\$287
321439	Skirt, 8' x 32"-40" Black Velour, Clip Attachment	\$383
321438	Skirt, 8' x 32"-40" Black Velour, Velcro Attachment	\$384
321111	Skirt, 8' x 32"-48" Black Janus, Clip Attachment	\$334
321311	Skirt, 8' x 32"-48", Black Velour, Clip Attachment	\$397
321112	Skirt, 8' x 36"-56" Black Janus, Clip Attachment	\$341
321312	Skirt, 8' x 36"-56" Black Velour, Clip Attachment	\$422
321113	Skirt, 8' x 48"-78" Black Janus, Clip Attachment	\$402
321313	Skirt, 8' x 48"-78" Black Velour, Clip Attachment	\$531
321101	Skirt, 8' x 8" Black Janus, Clip Attachment	\$118
321201	Skirt, 8' x 8" Black Janus, Velcro Attachment	\$123
321301	Skirt, 8' x 8" Black Velour, Clip Attachment	\$140
321401	Skirt, 8' x 8" Black Velour, Velcro Attachment	\$133
321504	Skirt, 8' x12"-16" Black Janus, Clip Attachment	\$186
321505	Skirt, 8' x12"-16" Black Velour, Clip Attachment	\$270
321102	Skirt, 8'x12" Black Janus, Clip Attachment	\$125
321302	Skirt, 8'x12" Black Velour, Clip Attachment	\$151

321103	Skirt, 8'x16" Black Janus, Clip Attachment	\$141
321203	Skirt, 8'x16" Black Janus, Velcro Attachment	\$149
321303	Skirt, 8'x16" Black Velour, Clip Attachment	\$174
321403	Skirt, 8'x16" Black Velour, Velcro Attachment	\$162
321104	Skirt, 8'x24" Black Janus, Clip Attachment	\$194
321204	Skirt, 8'x24" Black Janus, Velcro Attachment	\$179
321304	Skirt, 8'x24" Black Velour, Clip Attachment	\$226
321404	Skirt, 8'x24" Black Velour, Velcro Attachment	\$220
321105	Skirt, 8'x32" Black Janus, Clip Attachment	\$196
321205	Skirt, 8'x32" Black Janus, Velcro Attachment	\$225
321305	Skirt, 8'x32" Black Velour, Clip Attachment	\$328
321405	Skirt, 8'x32" Black Velour, Velcro Attachment	\$309
321106	Skirt, 8'x40" Black Janus, Clip Attachment	\$268
321306	Skirt, 8'x40" Black Velour, Clip Attachment	\$330
321107	Skirt, 8'x48" Black Janus, Clip Attachment	\$274
321307	Skirt, 8'x48" Black Velour, Clip Attachment	\$350
340009	Stair - ADA 36"-56" 6 Step	\$14,970
340088	Stair - ADA 48"-78" 9 Step	\$16,373
330091	Stair - Budget 1 Step, 8"-16"	\$362
330092	Stair - Budget 2 Step, 16"-24"	\$543
320104	Stair - EZ Lift 32"-48" 5 Step	\$3,036
320204	Stair - EZ Lift 32"-48" 5 Step, Lighted	\$3,943
320105	Stair - EZ Lift 36"-56" 6 Step	\$3,355
320205	Stair - EZ Lift 36"-56" 6 Step, Lighted	\$4,376
320106	Stair - EZ Lift 48"-78" 8 Step	\$3,619
320206	Stair - EZ Lift 48"-78" 8 Step, Lighted	\$5,397
360001	Stair - Folding Adjustable 12"-16" 1 Step, redesign alum. tread, No Handrail	\$980
320018	Stair - Folding Adjustable 16"-24" 2 Step, Lighted	\$2,133
320012	Stair - Folding Adjustable 16"-24" 2 Step, Lighted, No Handrail	\$1,821
360012	Stair - Folding Adjustable 16"-24" 2 Step, redesign alum. tread	\$1,562
360012	Stair - Folding Adjustable 16"-24" 2 Step, redesign alum. tread	\$1,562
360002	Stair - Folding Adjustable 16"-24" 2 Step, redesign alum. tread, No Handrail	\$1,225
320003	Stair - Folding Adjustable 24"-32" 3 Step	\$1,845
360003	Stair - Folding Adjustable 24"-32" 3 Step, redesign alum. tread	\$1,926
320014	Stair - Folding Adjustable 32"-40" 4 Step, Lighted	\$2,935
360004	Stair - Folding Adjustable 32"-40" 4 Step, redesign alum. tread	\$2,199
320019	Stair - Folding Adjustable 32"-48" 5 Step, Lighted	\$3,438
360015	Stair - Folding Adjustable 32"-48" 5 Step, redesign alum. tread	\$2,671
360015	Stair - Folding Adjustable 32"-48" 5 Step, redesign alum. tread	\$2,671
320115	Stair - Folding Adjustable 36"-56" 6 Step, Lighted	\$3,890
360006	Stair - Folding Adjustable 36"-56" 6 Step, redesign alum. tread	\$2,984
320016	Stair - Folding Adjustable 48"-78" 8 Step, Lighted	\$5,097
360008	Stair - Folding Adjustable 48"-78" 8 Step, redesign alum. tread	\$3,322
320011	Stair - Folding-Adjustable 12"-16" 1 Step, Lighted, No Handrail	\$1,221
330081	Stair - Tilt & Tote 1 Step, 16"	\$586
330082	Stair - Tilt & Tote 2 Step, 16"-24"	\$756
330083	Stair - Tilt & Tote 3 Step, 24"-32"	\$963
330093	Stair - Tilt & Tote 3 Step, 24"-32" (FR-2402)	\$974
330084	Stair - Tilt & Tote 4 Step, 32"-40"	\$1,341
340091	Stair - Tilt & Tote 4 Step, 6" Rise (MagnaRoll)	\$2,091
360165	Transport Ramp Guardrail (14)	\$734
104718	Transport, Alla Breve Riser (3 Sections)	\$1,105
340114	Transport, CC500 Barricade, with Strap (8)	\$1,524
322235	Transport, Deck 3' x 8' (15)	\$1,072
322201	Transport, Deck 4' x 8' (15)	\$1,151
322803	Transport, Deck 4' x 8' w/ply (15)	\$1,573
340038	Transport, Deck Vertical (8)	\$1,164
322113	Transport, Drapery	\$1,326
322202	Transport, Guardrail ML/Chairstop (52 - 4' or 26 - 6' to 8' Guardrails)	\$1,782
322248	Transport, Guardrail Universal (36 - 4' or 20 - 6' to 8' Guardrails)	\$2,158

360039	Transport, Hardclosure (100)	\$2,450
322217	Transport, Locator Box	\$677
322218	Transport, Locator Box w/Separators	\$919
322244	Transport, ME 1500 (8)	\$2,313
322241	Transport, ME 4&5 Support Castered (6)	\$650
322242	Transport, ME 4&5 Support w/fork hoops (8)	\$762
322203	Transport, ME 48-78 Supp. (16 Assemblies)	\$2,211
322112	Transport, ME 500 w/casters & fork hoops (8)	\$1,079
322221	Transport, ME Stackable (16 Assemblies)	\$3,878
322240	Transport, ML 1600 Back & Side Rail (24 Backrails, 32 Siderails)	\$1,983
322801	Transport, MR 3/4 Deck Cart (8)	\$1,211
322802	Transport, MR-3/4 Support Cart (4 systems)	\$2,430
322234	Transport, Pallet, 3'x8' Aluminum (20)	\$2,899
322239	Transport, Pallet, 3'x8' Steel, with Straps (20)	\$1,023
322233	Transport, Pallet, 4'x8' Aluminum (20)	\$3,074
322238	Transport, Pallet, 4'x8' Steel, with Straps (20)	\$1,021
322236	Transport, Road Pro Brace (240)	\$2,838
322222	Transport, Road Pro Deck (12)	\$3,857
322223	Transport, Road Pro Supp. (24 H-Sections)	\$3,861
322220	Transport, Stackable Deck	\$2,762
322204	Transport, Utility, 4' x 8' Flat Cart	\$1,668
322227	Transport, Z-800 Supp. (48)	\$2,501
322101	Transport, Z-800, 4' Vertical (6 Decks/6 Z-80s)	\$686
322108	Transport, Z-800, 8' Vertical (6 Decks/6 Z-800s)	\$711
322109	Transport, Z-800, Guardrail (14 6' or 8' Rails)	\$702
322243	Transport, ZHD (16)	\$2,557
340039	Transporter, Mini Guardrail (18)	\$1,016
310312	Z-800, 3' x 6', 12" Support	\$343
310333	Z-800, 3' x 6', 12"-16" Support	\$422
310316	Z-800, 3' x 6', 16" Support	\$416
310334	Z-800, 3' x 6', 16"-24" Support	\$430
310324	Z-800, 3' x 6', 24" Support	\$446
310335	Z-800, 3' x 6', 24"-32" Support	\$505
310332	Z-800, 3' x 6', 32" Support	\$511
310308	Z-800, 3' x 6', 8" Support	\$437
310512	Z-800, 3' x 8', 12" Support	\$418
310533	Z-800, 3' x 8', 12"-16" Support	\$444
310516	Z-800, 3' x 8', 16" Support	\$338
310534	Z-800, 3' x 8', 16"-24" Support	\$446
310524	Z-800, 3' x 8', 24" Support	\$394
310535	Z-800, 3' x 8', 24"-32" Support	\$489
310532	Z-800, 3' x 8', 32" Support	\$429
310508	Z-800, 3' x 8', 8" Support	\$321
310412	Z-800, 4' x 4', 12" Support	\$335
310433	Z-800, 4' x 4', 12"-16" Support	\$380
310416	Z-800, 4' x 4', 16" Support	\$347
310434	Z-800, 4' x 4', 16"-24" Support	\$471
310424	Z-800, 4' x 4', 24" Support	\$401
310435	Z-800, 4' x 4', 24"-32" Support	\$481
310432	Z-800, 4' x 4', 32" Support	\$433
310408	Z-800, 4' x 4', 8" Support	\$359
310612	Z-800, 4' x 6', 12" Support	\$336
310633	Z-800, 4' x 6', 12"-16" Support	\$403
310616	Z-800, 4' x 6', 16" Support	\$353
310634	Z-800, 4' x 6', 16"-24" Support	\$446
310624	Z-800, 4' x 6', 24" Support	\$432
310635	Z-800, 4' x 6', 24"-32" Support	\$504
310632	Z-800, 4' x 6', 32" Support	\$389
310608	Z-800, 4' x 6', 8" Support	\$313
310012	Z-800, 4' x 8', 12" Support	\$310

310033	Z-800, 4' x 8', 12"-16" Support	\$363
310016	Z-800, 4' x 8', 16" Support	\$310
310034	Z-800, 4' x 8', 16"-24" Support	\$376
310024	Z-800, 4' x 8', 24" Support	\$388
310035	Z-800, 4' x 8', 24"-32" Support	\$459
310032	Z-800, 4' x 8', 32" Support	\$414
310008	Z-800, 4' x 8', 8" Support	\$281
310805	Z-800, Level 1, 3' Pie Support	\$191
360153	Z-800, Level 1, 3' Pie Support	\$301
310830	Z-800, Level 1, 4' Pie Support	\$145
360156	Z-800, Level 1, 4' Pie Support	\$270
310815	Z-800, Level 2, 3' Pie Support	\$239
360154	Z-800, Level 2, 3' Pie Support	\$345
310840	Z-800, Level 2, 4' Pie Support	\$247
360157	Z-800, Level 2, 4' Pie Support	\$344
310820	Z-800, Level 3, 3' Pie Support	\$273
360155	Z-800, Level 3, 3' Pie Support	\$364
310845	Z-800, Level 3, 4' Pie Support	\$324
360158	Z-800, Level 3, 4' Pie Support	\$444
360143	ZHD Stub-Leg, 12" Dual Fixed Support w/ Caster	\$235
360142	ZHD Stub-Leg, 12" Single Fixed Support w/Caster	\$122
311802	Z-HD Stub-Leg, 8" Dual Fixed Support	\$73
311804	Z-HD Stub-Leg, 8" Quad Fixed Support	\$111
311801	Z-HD Stub-Leg, 8" Single Fixed Support	\$69
311803	Z-HD Stub-Leg, 8" Tri Fixed Support	\$130
311310	Z-HD, 3' x 6', 12"	\$430
311315	Z-HD, 3' x 6', 16"	\$431
311330	Z-HD, 3' x 6', 18"-24"	\$540
311320	Z-HD, 3' x 6', 24"	\$539
311335	Z-HD, 3' x 6', 24"-32"	\$637
311325	Z-HD, 3' x 6', 32"	\$546
311340	Z-HD, 3' x 6', 32"-40"	\$636
311327	Z-HD, 3' x 6', 40"	\$546
311510	Z-HD, 3' x 8', 12"	\$428
311515	Z-HD, 3' x 8', 16"	\$440
311530	Z-HD, 3' x 8', 18"-24"	\$569
311520	Z-HD, 3' x 8', 24"	\$576
311535	Z-HD, 3' x 8', 24"-32"	\$612
311525	Z-HD, 3' x 8', 32"	\$544
311540	Z-HD, 3' x 8', 32"-40"	\$631
311527	Z-HD, 3' x 8', 40"	\$553
311410	Z-HD, 4' x 4', 12"	\$385
311415	Z-HD, 4' x 4', 16"	\$442
311430	Z-HD, 4' x 4', 18"-24"	\$562
311420	Z-HD, 4' x 4', 24"	\$588
311435	Z-HD, 4' x 4', 24"-32"	\$604
311425	Z-HD, 4' x 4', 32"	\$555
311440	Z-HD, 4' x 4', 32"-40"	\$639
311427	Z-HD, 4' x 4', 40"	\$604
311610	Z-HD, 4' x 6', 12"	\$450
311615	Z-HD, 4' x 6', 16"	\$457
311630	Z-HD, 4' x 6', 18"-24"	\$567
311620	Z-HD, 4' x 6', 24"	\$526
311635	Z-HD, 4' x 6', 24"-32"	\$602
311625	Z-HD, 4' x 6', 32"	\$536
311640	Z-HD, 4' x 6', 32"-40"	\$627
311627	Z-HD, 4' x 6', 40"	\$576
311010	Z-HD, 4' x 8', 12"	\$405
311015	Z-HD, 4' x 8', 16"	\$447
311030	Z-HD, 4' x 8', 18"-24"	\$527

311020	Z-HD, 4' x 8', 24"	\$513
311035	Z-HD, 4' x 8', 24"-32"	\$574
311025	Z-HD, 4' x 8', 32"	\$549
311040	Z-HD, 4' x 8', 32"-40"	\$596
311027	Z-HD, 4' x 8', 40"	\$540
Parts Pricing		
100126	ME screwfeet	\$51
100208	2" unit-to-unit straps	\$10
100862	Deck plugs	\$3
101332	15" cable	\$3
102695	ZHD/ML screwfoot	\$48
102856	Hardclosure clips	\$7
103106	Stair gripper handle	\$92
104346	Guardrail handle assembly	\$47
323211	F&R deck tie downs	\$11
323405	ME deck tie downs	\$13
800001	C6-15R faspin	\$5
800004	Z800 screwfeet	\$9
800045	C6-21R faspin	\$54
800141	C10-30R faspin	\$9
800175	T-wrench (FR23 & ME)	\$7

**EXHIBIT (D) – PRICE SCHEDULE
CITY OF AUSTIN
STAGERIGHT EQUIPMENT, PARTS, REPAIRS, AND INSTALLATION SERVICES**

SECTION 1 - HOURLY LABOR RATE FOR INSTALLS, REPAIRS AND SERVICES		
ITEM #	DESCRIPTION	Hourly Rate
1.1	Regular Rate Monday – Friday 8:00 a.m. – 5:00 p.m.	\$112.50/ hr *
1.2	Non-Regular Rate Monday – Friday 5:01 p.m. – 7:59 a.m. All day Saturday and Sunday	\$168.75/ hr* *Rates do not include travel costs. Travel costs to be applied on a project basis.
SECTION 2 – PERCENT DISCOUNT OFF FOR STAGERIGHT PRODUCTS		
2.1	Name of Price Schedule	<u>Austin Convention Center Price Schedule 030719</u>
	Effective Date of Price Schedule	<u>3/7/19</u>
	Price schedule column on which discount is based (i.e. distributor, Net, Wholesale, etc.)	<u>List Price</u>
	Percent discount offered	<u>50%</u>

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1.0 PURPOSE

The Contractor shall be responsible for providing equipment, replacement parts and performing services associated with the StageRight staging products. The Contractor shall provide all technical and professional expertise, knowledge, management and other resources required for accomplishing all aspects of the tasks and associated activities identified in this Scope of Work.

This Contract will be utilized by the City of Austin's (City) Austin Convention Center Department (ACCD) facilities including the Austin Convention Center (ACC) located at 500 E Cesar Chavez, Austin, Texas 78701 and the Palmer Events Center (PEC) located at 900 Barton Springs Rd., Austin, Texas 78704. If during the term of the Contract, ACCD installs additional StageRight staging equipment in any ACCD buildings (current and/or future), services for those additional staging products shall be provided through this Contract.

In the event the need arises for the Contractor to perform services beyond those state in the Scope of Work, the Contractor and the City may negotiate mutually agreeable terms and compensation for completing the additional services.

2.0 CONTRACTOR'S REQUIREMENTS

2.1 General Requirements

The Contractor shall:

- 2.1.1 Provide StageRight staging equipment, parts and services (with associated parts, equipment and labor) which include, but not limited to: repairs, installation, removal, modernization and training (if applicable). All products and services shall be on an as- needed basis.
- 2.1.2 Provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, personnel protective equipment, training, delivery, and transportation necessary for execution of the services provided under this Contract.
- 2.1.3 Agree that failure to perform services in a prompt and professional manner may result in termination of the Contract.
- 2.1.4 Acknowledge in the event of conflict between this Scope of Work, manufacturer's literature or any applicable codes, the terms that are most favorable to the City shall prevail, unless otherwise determined and notified by the City. The City will notify the Contractor of the City's determination in writing.

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- 2.1.5 Acknowledge that the scheduling of City events takes precedence over any other schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the City schedule requires the City to reschedule services with the Contractor. The City will make every reasonable effort to immediately notify the Contractor of schedule changes which may impact previous schedules made by the City and the Contractor.
- 2.1.6 Acknowledge that there shall be no separate charge for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs, these expenses shall be included in the hourly rates.
- 2.1.7 Provide a Single Point of Contact (SPOC), who is English-speaking, skilled, knowledgeable and experienced in providing the types of services and equipment listed in this Scope of Work. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.
 - 2.1.7.1 The SPOC shall inspect, monitor, and supervise the Contractor's employees, ensuring adherence to the work schedule, safety requirements and quality of work. The SPOC shall not be removed from the project without prior written consent by the Contract Manager or designee.
 - 2.1.7.2 The SPOC shall be available and on-call 8 a.m. to 5 p.m. (CST) daily, including weekends and holidays. Contractor shall provide to the Contract Manager or designee the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.
- 2.1.8 Maintain and operate a full-time, permanent business address with the ability to be reached by email or telephone to place order(s) or request services.
- 2.1.9 Agree while performing work on City property, Contractor's personnel shall wear complete uniforms with the Contractor's name clearly displayed on the shirt or wear a company issued photo identification badge.
- 2.1.10 Provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City at the Contractor's expense, if any. All vehicles shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.
- 2.1.11 Submission of the Estimate is evidence that the Contractor is familiar with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done, and the equipment, materials and labor required. Each Estimate shall be submitted in accordance with terms and pricing established in this Contract.

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- 2.1.12 Ensure that all services shall be scheduled and approved by the Contractor Manager or designee in writing prior to start of work.
- 2.1.13 Upon completion of all services under this Contract, the Contractor shall self-certify that the work was completed by submitting a signed service ticket to the Contract Manager or designee. The service ticket shall include a description of the services provided (including a brief description of the cause of failure) the date and time the services began and were completed, a description of parts replaced or repaired and the location of the services.
- 2.1.14 Understand and agree that all work is subject to review, inspection, and acceptance by the Contract Manager or designee. The service ticket shall be signed by the Contract Manager or designee upon completion of work.
- 2.1.15 Provide documentation of the assigned personnel's qualifications within five (5) business day of request by the Contract Manager or designee. The Contractor may replace personnel working under the Contract only with equally classified and qualified personnel.
The City Contract Manager or designee may request that the Contractor remove any personnel whose work is deemed unsatisfactory by the Contract Manager or designee.
- 2.1.16 Within five (5) business days of request by ACCD, the Contractor shall provide the City with any applicable operations and maintenance manuals, and any related drawings.
- 2.1.17 Perform all steps reasonably necessary to protect City property and persons from harm.
- 2.1.18 Be responsible for the immediate clean-up of the work area and removal of debris. Cleaning of the work area shall be subject to the City representative's inspection and approval.
- 2.1.19 Be responsible for any and all damage to City equipment or property as a direct result of Contractor's equipment, employees, or Contractor's subcontractor's actions.
 - 2.1.19.1 If damage occurs, Contractor shall notify the Contract Manager or designee immediately.
 - 2.1.19.2 Damages to City equipment or property by Contractor's employees or its subcontractor shall be replaced or repaired by the Contractor, to the satisfaction of the City, at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged equipment or property and deduct the cost from any payments owed to the Contractor or to recover costs from the Contractor if no payments are owed.

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2.1.19.3 The Contractor is fully responsible for any loss or damage caused by the Contractor or its Subcontractors, to rented or Contractor-owned equipment. The City shall not be charged for expenses incurred by the Contractor for loss or damage caused by the Contractor or its Subcontractor, to rented or Contractor-owned equipment.

2.1.20 Dispose of all worn or defective parts, oils, solvents or waste in accordance with all applicable laws, rules and regulations. The Contractor shall handle, transport, and dispose of worn or defective parts, oils, solvents or waste in such a manner as to ensure the highest level of safety to the environment and public health at no cost to the City. The Contractor shall not store worn or defective parts on City premises. The Contractor shall remove worn or defective parts, materials, oils and solvents from City premises as soon as each job is completed.

3.0 Equipment and Parts

The Contractor shall:

- 3.1 Be able to furnish all StageRight equipment and parts included in this Scope of Work.
- 3.2 Furnish the latest products available to commercial trade, of the highest quality, factory new and free of defects in materials and workmanship and meet or exceed the Original Equipment Manufacturer (OEM) specifications. Used, factory seconds, remanufactured, shopworn, demonstrator, prototype, and discontinued parts are not acceptable.
- 3.3 Agree that all parts and equipment covered under this Contract will become the property of the City of Austin upon Contract Manager or designee's acceptance and the City's payment of corresponding invoice.
- 3.4 Allow City to return unused, purchased parts and refund City's account during the contract period, provided that these items are in the original cartons and in marketable condition. The refund shall be in the same amount as City originally paid for the part. Contractor shall not apply any restocking or other fees. Contractor shall provide refund within 30 days of City's request, by check made payable to the City of Austin Convention Center Department and addressed to the ACCD Accounts Payable Department at 500 East Cesar Chavez Street, Austin, TX 78701.
- 3.5 Immediately notify the Contract Manager or designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding the parts provided to the City. Failure to report any recall, warranty replacements, safety notices or other applicable notices within fifteen (15) calendar days of manufacturer notification of such information may result in termination of the Contract.

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4.0 DELIVERY REQUIREMENTS:

Location:
Austin Convention Center

Days:
Monday – Friday; Hours of 8:00 am-5:00 pm
(CT)

500 East Cesar Chavez

Austin, Texas 78701

- A. Provide a complete copy of the parts annual catalog including effective date and list price prior to the execution of this agreement and include the percent discount offered in the price schedule. Prices shall not exceed the suggested Original Equipment Manufacturer retail price.
- B. Provide written confirmation of the quantities being shipped to the Contract Manager or designee within two (2) hours after the City sends the Delivery Order (DO).
- C. Deliver parts ordered within sixty (60) calendar days after the City sends the DO to the Contractor.
- D. Deliver non-stock parts within sixty (60) calendar days after the City sends the DO. The Contractor shall honor all special non-stock orders under the Contract pricing, without any additional markups.
- E. All Contractor pricing shall be F.O.B. City of Austin, ACCD.
- F. Ship all orders for parts complete unless the Contractor and the City agree to partial shipments in advance. The Contractor shall provide, with each delivery, an invoice or delivery ticket showing the description of each item, quantity, part number, unit price, applicable percent discount, extended price, total price and purchase order number.
- G. Provide back-ordered parts notification to the Contract Manager or designee by telephone or email informing City when the part(s) will be available. Notification shall be within two (2) hours after the City places the order. If the Contractor cannot provide the back-ordered part(s) within thirty (30) business days, the City reserves the right to purchase the part(s) on the open market.
- H. Be responsible for paying the return shipping costs if the Contractor ships the wrong part ordered by the City.
- I. Provide expedited freight charges F.O.B. City of Austin, Austin Convention Center, for any stock OEM part, if requested and approved by the Contract Manager or designee. Expedited freight charges shall be itemized on Contractor's invoice.

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- J. Immediately notify the Contract Manager or designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding the parts provided to the City. Failure to report any recall, warranty replacements, safety notices or other applicable notices within fifteen (15) calendar days of manufacturer notification of such information may result in termination of the Contract.
- K. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays.

5.0 Repair Services

The Contractor shall:

- 5.1 Perform Repair Services on an as-needed basis. Repair Services shall be considered "Non-Urgent". The Contractor shall coordinate services with the Contract Manager or designee.
- 5.2 Arrange a site visit with the Contract Manager or designee, if applicable or upon the Contract Manager or designee's request.
- 5.3 Respond to a service requests by email, phone, or meet with the Contract Manager or designee within two (2) business days of the request to discuss the project, or at a time mutually agreed to between the Contractor and the Contract Manager.
- 5.4 Provide a written estimate of the total cost of work, ("Estimate") within three (3) business days after the initial meeting, site visit or upon request by the Contract Manager or designee, and at no cost to the City. The Estimate for these services and materials shall be in writing and in accordance to the prices stated in the Exhibit B Price Schedule and shall include:
 - 5.4.1 An estimate of the total cost of the work, including an itemized cost estimate with labor and parts based on prices established in the Contract.
 - 5.4.2 A description of services to be performed, including the address of the services, equipment type, description of equipment, parts, or services, location within the facility, and serial number of the equipment.
 - 5.4.3 A recommended schedule with a proposed start and finish date and timeframe.
- 5.5 Coordinate all installations around ACCD scheduled events to prevent disruption of client events.
- 5.6 Contractor's submission of an Estimate shall be evidence that the Contractor is familiar with the nature and extent of the work, inspected the surrounding conditions, and understands the equipment, materials, and labor required to complete the work. The Contract Manager or designee will review the Estimate and if in agreement, will issue a written notice to proceed in the form of a DO issued by the City.

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- 5.7 Acknowledge receipt of the DO by sending an email confirmation to the Contract Manager or designee and schedule a date and time for the services to begin.
- 5.8 Provide the Estimate to the Contract Manager or designee, if the City does not agree with the Estimate as presented, the Contract Manager or designee will contact the Contractor to discuss and resolve the Estimate. Once a verbal agreement is reached, the Contractor shall submit a revised Estimate for approval to the Contract Manager or designee within two (2) business days, or at a time mutually agreed to between the Contractor and the Contractor Manager or designee.
- 5.9 Complete the work within the time stated in the Estimate. The Contractor shall notify the Contract Manager or designee upon completion of the services.
- 5.10 Provide a service ticket to the Contract Manager, or designee showing all maintenance or repairs performed. The service ticket shall be signed by the Contract Manager or designee upon completion of work, after each service.
- 5.11 Immediately provide any parts removed or replaced during services for verification purposes, if requested by the Contract Manager or designee.
- 5.12 Request additional time one week prior to the agreed upon completion date, if the Contractor determines that the services being performed cannot be completed as specified in the Estimate. The Contractor and the Contract Manager or designee shall mutually agree to a new date for completion of work. Under no circumstances shall the Contractor leave services unfinished without prior approval and arrangement of the Contract Manager or designee.
- 5.13 The City will reimburse the Contractor for the repair parts, equipment and materials used per repair service.
- 5.14 All equipment shall be in good operating condition and shall meet or exceed OSHA industry standards.
- 5.15 The City may stop work at any time if inferior equipment is in use by the Contractor.
- 5.16 The City may stop work at any time if inferior equipment (such as leaking solvents, safety risk, creating hazardous conditions, damaging City property, etc.) is in use by the Contractor. The City shall have the sole and final authority in determining if Contractor's equipment is inferior.
- 5.17 Under no circumstances shall the Contractor charge the City if the Contractor elects to purchase tools and equipment used to perform services under this Contract.

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5.18 Hours of Service

- 5.18.1 Unless otherwise designated by the Contract Manager or designee, the Contractor shall perform all deliveries and services during Regular Hours, as defined in this Scope of Work.
- 5.18.2 If the Contractor is unable to provide these services during the designated Regular Hours, the Contractor shall obtain written approval from the Contract Manager or designee to perform the services during Non-Regular Hours. Work performed during Non-Regular Hours which are covered under this provision, shall be billed at the Regular Hourly Labor Rate per Exhibit B Price Schedule.
- 5.18.3 The Contractor may be required to perform services during Non-Regular Hours As defined in this Scope of Work. The Contractor shall not invoice at the Non-Regular Hour rate for services unless requested and approved in writing by the Contract Manager or designee prior to starting the work.
- 5.18.4 Contractor Labor hours shall be defined as follows:
- 5.18.4.1 REGULAR HOURS shall be 8:00 a.m. through 5:00 p.m. Monday through Friday.
- 5.18.4.2 NON-REGULAR HOURS shall be: 5:01 p.m. through 7:59 a.m. Monday through Friday, all day Saturday and Sunday, and Holidays. Hourly rates for these non-regular hours may be charged to ACCD up to 150% (time and a half) of the regular hours.
- 5.18.5 The Contractor shall not charge an overtime rate for services performed during non- regular hours that were requested to be performed, or could reasonably be completed, during regular business hours.
- 5.18.6 In the event the City requests Other Miscellaneous Services, the Contractor shall bill the City at the hourly labor rates specified in Exhibit B Price Schedule.

6.0 Reports and Meetings

The Contractor shall:

- 6.1 Provide the Contract Manager or designee with a searchable electronic annual report via email or another method as mutually agreed to by the Contractor and Contract Manager or designee. The annual report shall include at a minimum: a summary of the Service Log information, status of the equipment and parts used in the repairs and shall include the following:
- Date and time of service
 - Location of equipment

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- Reason for the service call
 - Time spent performing the repair (labor hours)
 - List of parts replaced
 - Actions performed, results of inspections and tests conducted
 - Schedule of any major equipment or related components which need to be shutdown prior to maintenance
- 6.2 Provide within one (1) week, of request by the Contract Manager or designee an electronic copy of a standard form of transportation manifest showing that all used and contaminated lubricants, fluids and waste were properly handled and disposed.
- 6.3 Provide upon request a monthly and yearly total of all parts purchased by ACCD. The City prefers that the report be in an electronic Excel or PDF format that is sortable. The report shall include date purchased, invoice number, part number, part description, discounted price per part, and the total dollar amount for all parts purchased.
- 6.4 Attend meetings scheduled by the City. Notice of any such meeting(s) shall be given by the Contract Manager or designee to the Contractor either orally or in writing and will designate the time, date, location and the purpose of the meeting.

7.0 SAFETY REQUIREMENTS

The Contractor shall:

- 7.1 Not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).
- 7.2 Be familiar with and shall enforce all applicable terms and conditions of the Contract and all applicable Federal, State, Local and City of Austin safety guidelines and regulations, including but not limited to, the following:
- 7.2.1 The Contractor's personnel shall wear appropriate personal protection equipment at all times.
 - 7.2.2 The Contractor's personnel operating equipment or handling materials shall be fully trained in the safe operation of the equipment or materials.
 - 7.2.3 The Contractor's personnel shall follow and apply safety practices prevailing in their applicable industry.
 - 7.2.4 The Contractor shall block off and mark all work areas with appropriate safety signs and safety barricades or bollards to protect the public from injury.
 - 7.2.5 The Contractor shall post safety warnings as necessary to ensure safe operations.

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- 7.3 Coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety.

Under no circumstances shall the Contractor transport equipment or materials through the interior of a facility without prior coordination with the Contract Manager or designee.

- 7.4 Immediately notify the Contract Manager or designee upon detection of an existing or potentially hazardous conditions while performing services under this Contract.

- 7.5 Be responsible for the enforcement of all safety requirements for any work performed under the Agreement. If the Contractor fails or refuses to promptly comply with safety requirements, the Contract Manager or designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.

8.0 TRAVEL

All travel shall be pre-approved, in writing by the Contract Manager or designee fourteen (14) calendar days prior to the earliest travel date. Contractor's pre-approved travel and expenses are not included in the total cost of this Scope of Work and will be invoiced as they are incurred. The City will not be responsible for travel expenses not pre-approved or not compliant with City of Austin's Travel Policy refer to Section 0300, 14.

9.0 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be provided. All interpretations of these specifications shall be made on the basis of this statement.

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
CONTRACT NO. GS190000004

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

Answer: Non-resident

- (1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state.

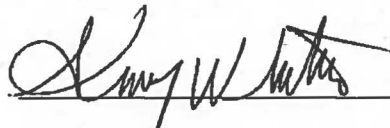
Answer: No Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Bidder's Name: StageRight Corporation

Signature of Officer or
Authorized
Representative:



Date: 6/9/19

Printed Name:

Amy Whitney

Title

Inside Sales Representative